



**US Army Corps
of Engineers®**

Seattle District

RFP No. DACA67-03-R-0216

Repair/Restore Gray Army Airfield (GAAF) Taxiways

Ft. Lewis, WA

Construction Solicitation and Specifications

August 2003

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THIS PROCUREMENT IS:

Open to both Large and Small Business

FORT LEWIS

SITE VISIT:

- ◆ A one-time site visit for offerors is scheduled for 26 August 2003. Bidders desiring to attend should arrive at the designated meeting area no later than 8:00 A.M., Local Time. Meeting is to be held at the U.S. Army Corps of Engineers Fort Lewis Area Office (FLAO), Building 2015 3rd floor, Fort Lewis, Washington. A temporary 1-day vehicle pass is required to drive on Fort Lewis and may be obtained from the Visitor's Center at the Fort Lewis Main Gate.
- ◆ SECURITY: To receive the temporary pass, at least six business days before the meeting is to take place, you must provide, the name of your company, names of the persons who will attend the meeting, Drivers License Numbers of the persons attending the meeting, and their date of birth (Information is to be submitted to Charlotte Jenks at (253) 966-4389). Take I-5, to exit 121 (Fort Lewis) and go to the Visitors Center, prior to the meeting. Sufficient time is required due to mass of visitors going on post. Upon arriving at the Visitors Center, all visitors will present a valid drivers license, current vehicle registration, proof of insurance and state your destination on post (i.e. Corps of Engineers, Ft. Lewis Area Office).
- ◆ DIRECTIONS TO NORTHWEST AREA OFFICE: Due to the closure of the Main Gate, after obtaining the visitor's pass from the Visitors Center, you will need to return to I-5 South, to Exit 120 and go east to the Dupont Gate. After passing the gate, make a left turn at the corner. Pass the stop sign and continue through the next stop sign; you are on Pendleton. Go to the blinking yellow lights, the fire station is on the right side; Building 2015 is on the left side facing the fire station. Parking is available across the street from Building 2015. The Area Office is on the 3rd floor.
- BIDDERS ARE URGED and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract.

FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUALS Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m.:

TECHNICAL MATTERS: Contact via the following Internet address:

techbid@nws02.usace.army.mil

BIDDING DOCUMENTS: Register for solicitations at the Internet site:

<http://www.nws.usace.army.mil/ct/>

PLANHOLDER'S LISTS: Lists may also be obtained from the same site

ADMINISTRATIVE MATTERS: Susan F. Newby

Phone: (206)-764-6780

FAX: (206)-764-6817

Internet: susan.f.newby@usace.army.mil

All individuals are at the following mailing and street addresses:

(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755

(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

DACA67-03-R-0216

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TABLE OF CONTENTS

CAUTION TO OFFERORS

<u>SECTION</u>	<u>TITLE</u>
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SF1442 - Pages 00010-1 thru 00010-5 (00010-3 is reserved for use at a later time) & Subcontracting Plan if applicable*, Pages 00010-6 thru 0010-12	
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00100	Instructions, Conditions and Notice to Offerors
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00110	Proposal Submission and Evaluation
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00600	Representations and Certifications and other Statements of Offerors, and Pre-Award Information
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00700	Contract Clauses
-------	------------------

00800	Special Clauses, which include the following:
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a) Special Clauses Pages 00800-1 thru 00800-15

b) Davis-Bacon General Wage Decision No. WA030001

01000	Technical Specifications
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01001 thru 02980

RETURN THE FOLLOWING WITH YOUR OFFER:

SF1442 - Pages 00010-1 thru 00010-5 (00010-3 is reserved for use at a later time)

Section 00600 - Representations and Certifications and Pre-Award Information

20% Bid Bond

*Additionally, if a large business is the apparent low, it will be required to submit a "Small Business and Small Disadvantaged Business Subcontracting Plan," no later than 5 working days after offer closing.

** BONDS – Matter of All Seasons Construction, Inc. GAO Decision B-291166.2

Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

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!!!CAUTION TO OFFERORS!!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing offers.
2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.
3. **AVAILABILITY OF FUNDS:** Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

4. **AMENDMENTS:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the Plans Room representative listed on the Information Page.
5. **AMENDED PAGES:** If any of the amendments furnished amended pages, the amended pages must be used in submitting your offer.
- 6.. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?
7. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the opening office prior to the time specified for receipt of proposals. Any doubt as to time should be resolved in favor of **EXTRA TIME.** Transmission by Fax to this office is **NOT ACCEPTABLE.**
8. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 13D of SF1442-1, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.
9. **CENTRAL CONTRACTOR REGISTRATION:** Per DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION, in Section 00700, registration is required prior to award of any contract from a Solicitation issued after May 31, 1998. No Contract Award will be made to an unregistered contractor. Internet access allows contractors to register by completing an electronic on-line registration application from CCR homepage at <http://www.ccr.gov/>. For further assistance in completing your on-line registration, contact the nearest Procurement Technical Assistance Center (PTAC) near you. A list of the nearest PTAC is located at: <http://www.rcacwv.com/ptac.htm>.
10. **HUBZONE CERTIFICATION:** Per FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in Section 00700. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration Reference: <https://el.sba.gov:90000/prodhubzone/hubzone/approval.st>.

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NUMBER DACA67-03-R-0216	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 15 August 2003	PAGE OF PAGES 1
IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.					
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-3106-1925		6. PROJECT NUMBER	
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-MU PO Box 3755 Seattle, WA 98124-3755		CODE W68MD9		8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-MU Seattle, WA 98124-3755 HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2329	
9. FOR INFORMATION CALL 		A. NAME See Information Page inside Front Cover		B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) See Information Page inside Front Cover	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for the Repair and Restore Gray Army Airfield (GAAF) Taxiways, Ft. Lewis in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

NOTE: Award will be made pursuant to the Small Business Competitive Demonstration Program

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See * Paragraph SC-1, 00800 .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>2:00 p.m.</u> (hour) local time <u>16 September 2003</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

Fax No.:

16. REMITTANCE ADDRESS (Include only if different than Item 14)

Tax ID No:

DUNS No:

eMail:

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS



See Page 00010- thru 00010-

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

United States Army Corps of Engineers Seattle District
Northwest Area Office
PO Box 92146
Tillicum, WA 98492-0146

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-500

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign document and return _____ copies to the issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.)

offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

SUSAN K. SHERRELL
CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE ITEMS					
0001	All Work for Demolition and Repair of Runway Approach R-1A (Phase I)	1	JOB	L.S.	\$_____
0002	All Work for Demolition and Repair of Runway Approach R-3A (Phase I)	1	JOB	L.S.	\$_____
0003	All Work for Demolition and Repair of Taxiway T-10A West and T-10A East-1 (Phase I)	1	JOB	L.S.	\$_____
0004	All Work for As-Built Drawings as specified in Section 01702 from Preparation to Final Approval for Base Items and any Optional Items Exercised	1	JOB	L.S.	\$ 3,000
TOTAL BASE ITEMS					\$_____
OPTION ITEMS					
0005	All Work for Overlay of Main Runway (Phase I)	1	JOB	L.S.	\$_____
0006	All Work for Demolition and Repair of Taxiway I, T-10A East-2 (Phase II)	1	JOB	L.S.	\$_____
0007	All Work for Demolition and Repair of Taxiway A, T-1A (Phase II)	1	JOB	L.S.	\$_____
0008	All Work for Repair of Taxiway B, T-2C (Phase II)	1	JOB	L.S.	\$_____
0009	All Work for Demolition and Repair of Taxiway F, T-6A (Phase III)	1	JOB	L.S.	\$_____
0010	All Work for Demolition and Repair of Taxiway H, T-9A (Phase III)	1	JOB	L.S.	\$_____
0011	All Work for Repair of OLR Ramp and Taxiways T-11B, T-12B, A-11B and A-18B (Phase IV)	1	JOB	L.S.	\$_____
TOTAL OPTION ITEMS					\$_____
TOTAL BASE AND OPTION ITEMS					\$_____

NOTES:

1. The dollar amounts established in Item 0004 shall not be revised by bidders.
2. Option Items 0006, 0007 and 0008 (Phase II) will be awarded together at the same time or not at all.
3. Option Items 0009 and 0010 (Phase III) will be awarded together at the same time or not at all.

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REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

Contracting Division

REV Nov 19, 2002

SUBJECT: DACA67-03-R-0216, Repair/Restore Gray Army Airfield (GAAF) Taxiways, Ft. Lewis, WA

NOTICE TO LARGE BUSINESS FIRMS: (RFP)

Your attention is directed to the contract clauses entitled "Utilization of Small Business Concerns (Oct 2000) (52.219-8) and "Small Business Subcontracting Plan" (Jan 2002) (52.219-9II), which are included in this solicitation. If you are a large business, and your offer is \$500,000 (\$1,000,000 for construction) or more you are required to submit a subcontracting plan **with** your proposal. Award will not be made under this solicitation without a subcontracting plan approved by the Contracting Officer.

For your information, we consider the following goals reasonable and achievable during the performance of the contract resulting from this solicitation. However, final goals will be negotiated prior to contract award. The Subcontracting Plan will then become a material part of your contract.

- a. 70% of planned subcontracting dollars can be placed with all small business concerns.
- b. 10% of planned subcontracting dollars can be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals or Historically Black Colleges and Universities or Minority Institutions. NOTE: b. is a subset of a.
- c. 5% of planned subcontracting dollars for small women-owned businesses. NOTE: c. is a subset of a. Also, the women-owned business may meet the definition of a small disadvantaged business. If so, c. will also be a subset of a. (Count firm in all applicable areas.)
- d. 3% of planned subcontracting dollars may be placed with HUBZone small business concerns. NOTE: d. is a subset of a. Note: A HUBZone firm may also SDB, women-owned and/or veteran-owned. Count firm in all applicable areas).
- e. 3% of planned subcontracting dollars for veteran-owned small business. NOTE: e. is a subset of a. Go to <http://www.va.gov/osdbu/vetctr.htm> or <http://www.sba.gov/VETS/> for questions concerning the Veterans Business Development program.
- f. 3% of planned subcontracting dollars may be placed with service-disabled veteran-owned small business. NOTE: f. is a subset of a. and e.

Goals included in any proposed plan submitted by you should be at least equal to the ones we are recommending. If lesser goals are proposed, you will have to explain how those goals and your plan represent your best efforts to comply with the policy outlined in the contract clauses. There are a number of equally important aspects of the plan. You should familiarize yourself with the requirements set forth in the contract clauses relating to the subcontracting plan before submitting a proposal.

Your plan will be reviewed and scored in accordance with AFARS Appendix D to ensure it clearly represents your firm's ability to carry out the terms and conditions set forth in the contract clauses. A Subcontracting Plan with a score of less than 70 may not be accepted. It is recommended that you use the enclosed example as a guide to assist you in developing your own subcontracting plan/program. The example is intended to assist you in developing your own subcontracting plan/program. Delete the instructions shown in parenthesis or your plan for subcontracting to small business will not be approved. If discussions during the evaluation of your subcontracting program raises doubts as to your intentions or ability to comply with FAR clause 52.219-9 it could result in your ineligibility for award.

Your plan must address how you will maximize subcontracting opportunities with the small business communities to be found within the project location. Demonstrated outreach efforts through conference attendance, use of ProNet, Corporate support of your Small Business Program Liaison Officer and Small Business Program must be addressed in your subcontracting plan.

Your Small Business Program Managers' attendance at DOD Regional Council Meetings for Small Business Education and Advocacy will be a contract requirement. **DOD Policy Guidance:** In accordance with the Small Business Act, it is the policy of the federal government to aid, assist, and counsel small business to ensure that a fair share of contracts are awarded to small business. Consistent with this, it is the policy of DOD to sponsor regional councils as one significant way to aid, assist, and counsel large business through education and advocacy *of its members who are charged with the responsibility of fulfilling this federal policy*. Therefore, be advised that the individual listed in paragraph 7 of the example will be required to attend these regional council meetings and that attendance must be addressed in your subcontracting plan. Your plan must be submitted with your price proposal.

Should you have any questions or need assistance in DEVELOPING YOUR SUBCONTRACTING PLAN please call the undersigned at (206) 764-6807. If you need TECHNICAL ASSISTANCE call Tom DeGonia at (206) 766-6449.

Enclosure

Sincerely,

A handwritten signature in black ink, appearing to read "Susan C. Price".

Susan C. Price

Deputy for Small Business

NOTE: This is an example plan. You may use this example as a guide in developing your own small business program. Delete all the instructions (parenthesis), including this message, or your plan will be returned.

SMALL BUSINESS SUBCONTRACTING PLAN

DATE:

CONTRACTOR:

ADDRESS:

PHONE NO:

PROJECT TITLE:

SOLICITATION NO:

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (name of contractor) submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.

2. Corresponding dollar values for percentages cited in para. 3 for the base period only:

- a. Total contract amount is \$ _____.
- b. Total dollars planned to be subcontracted (to all types of businesses): \$ _____.
- c. Total dollars planned to be subcontracted to small business concerns (including 2d, 2e, 2f, 2g, and 2h below):
\$ _____.
- d. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____.
- e. Total dollars planned to be subcontracted to small woman-owned business concerns: \$ _____.
- f. Total dollars planned to be subcontracted to HUBZone small business: \$ _____.
- g. Total dollars planned to be subcontracted to veteran-owned small business concerns \$ _____.
- h. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns.
\$ _____.

3. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract awarded under the solicitation cited above.

a. Small Business Concerns (2c divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns including 3c through 3e.

b. Small Disadvantaged Business Concerns (2d divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged individuals. (**NOTE: SDB firms must be certified by SBA** and meet the definition under clause 52.219-8(c)(3)).

c. Small Woman-Owned Business Concerns (2e divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small woman-owned businesses

d. Small HUBZone Business Concerns (2f divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business contractors. (SEE the definition in contract clause 52.219-8(c) or use the internet: <http://www.sba.gov/hubzone/> for further information.)

e. Veteran-owned small business concerns (2g divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business.

f. Service-disabled veteran-owned small business concerns (2h divided by 2b): _____% of total planned subcontracting dollars under this contract will go to subcontractors who are service-disabled veteran-owned small business.

4. The principal items or areas we will subcontract under this contract are:

DACA67-03-R-0216

00010-8

a. Of the items or areas stated in 4; the following are planned to be subcontracted to Small Businesses (LIST THE NAME AND RESPONSIBILITY OF FIRM):

b. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Small Disadvantaged Businesses (LIST THE NAME AND RESPONSIBILITY OF FIRM):

c. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Small Women-Owned Businesses (LIST THE NAME AND RESPONSIBILITY OF FIRM):

d. Of the items or areas stated in 4.a; the following are planned to be subcontracted to HUBZone small business concerns (LIST THE NAME AND RESPONSIBILITY OF FIRM):

e. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Veteran-owned Small Business concerns (LIST THE NAME AND RESPONSIBILITY OF FIRM):

f. Of the items or areas stated in 4.a; the following are planned to be subcontracted to Service-disabled veteran-owned small business concerns (LIST THE NAME AND RESPONSIBILITY OF FIRM):

****NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPTION YEARS OR PERIODS (DELETE THIS STATEMENT FROM YOUR PLAN)****

5. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 3:

6. Indirect costs were () were not () used in establishing subcontracting goals. **If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns (iii) women-owned small business concerns (iv) HUBZone small business concerns (v) Veteran-owned small business concerns and (vi) Service-disabled veteran-owned concerns **

7. The following individual will administer (name of contractor) Subcontracting Program:

(NOTE TO OFFERORS: The individual named here will be expected to perform and manage your plan and contract clause 52.219-9). Site Construction project managers may not be acceptable as your small business advocate that manages your Corporate Small Business Program).

Name: _____ Job Title: _____
Address and Telephone Number: _____

This individual's specific duties with regard to the conduct of our firm's Subcontracting Plan will include, but will not be limited to, the following:

a. Developing and maintaining bidders lists of small business, HUBZone small business, small disadvantaged business and women-owned small business concerns using sources such as the Small Business Administration's ProNet (<http://pro-net.sba.gov/>) Washington State Office of Minority and Women-owned Business Enterprises (<http://www.wsdot.wa.gov/omwbe/>) Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

c. Establishing and maintaining records of all solicitations and subcontract awards to ensure that the members of the firm who review bidders proposals documents their reasons for selecting or not selecting a bid submitted by a small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Attendance at DOD sponsored training programs in order to develop guidance and training to firm personnel on the policy of the federal government to aid, assist, and counsel small business under this and other government contracts.

f. Conducting or arranging for all other activities necessary to further the intent and attainment of the goals in the Plan to include motivational training of the firm's purchasing personnel, attendance at workshops, seminars and trade fairs conducted by or on behalf of small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

8. The following steps will be taken to ensure that small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's ProNet system, business development organizations, minority and small business trade associations and at small, minority, veteran small business and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. Internally, motivational training will be conducted to guide and encourage purchasing personnel; source lists and guides to small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns will be maintained and utilized by purchasing personnel while soliciting subcontracts and purchase orders; activities will be monitored to ensure sufficient time is allowed for interested bidders to prepare their proposals and to evaluate continuing compliance with the Subcontracting Plan.

9. [Name of contractor] agrees that the clause entitled "Utilization of Small Business Concerns" (Oct 2000) will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a subcontracting plan that complies with the requirements of this clause. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

10. (Name of contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the contract.

11. (Name of Contractor) agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns,

veteran-owned small business concerns and service-disabled veteran-owned small business concerns along with records of attendance at conferences, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

c. Records on all subcontract solicitations resulting in an award of more than \$100,000 on a contract-by-contract basis, indicating (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; and (6) whether small women-owned business concerns were solicited, and if not, why not; and (7) reasons for the failure of solicited small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns to receive a subcontract award.

d. Records of all subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

12. (Name of Contractor) will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of Engineers Supplemental Instructions. (Name of Contractor) will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

13. In closing, (Name of contractor) states that it will be the policy of (Name of contractor) to afford every practicable opportunity for small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns to participate in contracts awarded to (Name of contractor) by the Federal Government, to ensure that equitable opportunity is provided small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns to compete for award of subcontracts and purchase orders, and to diligently pursue the achievement of our goals of participation by small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns in the dollars available for subcontract/purchase order awards under this contract.

BY: _____

Signature and Title of CEO
Company Name

DATE: _____

NOTE: If this solicitation has options (or option periods) , the plan must contain separate goals for *each* option or option period (year). EXAMPLE:

	<u>Dollars</u>	<u>Percentage</u>
1. Optional Yr_____total:	\$_____	_____
2. Total to be subcontracted to all types of businesses:	\$_____	_____
a. Subcontracted to Small Business (including b, c, d, e, and f below):	\$_____	_____
b. Subcontracted to Small Disadvantaged Businesses:	\$_____	_____
c. Subcontracted to Women- Owned Small Businesses:	\$_____	_____
d. Subcontracted to HUBzone concerns	\$_____	_____
e. Subcontracted to Veteran-owned Small Business:	\$_____	_____
f. Subcontracted to Service-disabled Small Business	\$_____	_____
1. Optional Yr_____total:	\$_____	_____
2. Total to be subcontracted to all types of businesses:	\$_____	_____
a. Subcontracted to Small Business (including b, c, d, e, and f below):	\$_____	_____
b. Subcontracted to Small Disadvantaged Businesses:	\$_____	_____
c. Subcontracted to Women- Owned Small Businesses:	\$_____	_____
d. Subcontracted to HUBzone concerns	\$_____	_____
e. Subcontracted to Veteran-owned Small Business:	\$_____	_____
f. Subcontracted to Service-disabled Small Business	\$_____	_____

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Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION 00100 CLAUSES

Section 00100 Index of Clauses

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission of Offers In the English Language	APR 1991
52.214-35	Submission of Offers In U.S. Currency	APR 1991
52.214-4022	Basis of Award	DEC 1999
52.214-5000	Apparent Clerical Mistakes	MAY 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.216-1	Type Of Contract	APR 1984
52.217-5	Evaluation Of Options	JUL 1990
52.219-24	Small Disadvantaged Business Participation Program—Targets	OCT 2000
52.225-10	Notice of Buy American Act Requirement-- Construction Materials Under Trade Agreements	MAY 2002
52.228-1	Bid Guarantee	SEP 1996
52.228-4001	Information Regarding Performance and Payment Bonds (FAR 28.102)	FEB 2001
52.228-4003	Individual Sureties	DEC 1999
52.233-2	Service Of Protest	AUG 1996
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.236-4902	Magnitude of Construction	DEC 1999
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

Basis of Award (52.214-4022)

Notwithstanding any other provision of this invitation, the Government will award all base bid items as a minimum.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified

in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$ 3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

INFORMATION REGARDING PERFORMANCE AND PAYMENT BONDS (FAR 28.102) (52.228-4001) FEB 2001

Within 10 days after the prescribed forms are presented to the bidder to whom award is made, unless a shorter time is prescribed in the contract, two bonds, namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A), shall be executed and furnished to the Government, each with good and sufficient surety or sureties

acceptable to the Government. The penal sums of such bonds shall be as follows:

- (1) Performance Bond. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.
- (2) Payment Bond. The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.

Any bonds furnished must be furnished by the Contractor to the Government prior to commencement of contract performance.

INDIVIDUAL SURETIES (52.228-4003) DEC 1999

As prescribed in FAR 28.203, individual sureties are acceptable for all types of bonds except position schedule bonds.

One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets, when combined, must equal or exceed the penal amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.

An individual surety may be accepted only if a security interest in acceptable assets is provided to the Government by the individual surety. **THE SECURITY INTEREST SHALL BE FURNISHED WITH THE BOND.**

Acceptable assets include:

- (a) Cash, or certificates of deposit, or other cash equivalents with a federally insured financial institution;
- (b) United States Government securities at market value.
- (c) Stocks and bonds actively traded on a national U.S. security exchange with certificates issued in the name of the individual surety. (See FAR 28.203-2(b)(3) for list of acceptable exchanges).
- (d) Real property owned in fee simple by the surety without any form of concurrent ownership, except as provided in FAR 28.203-2(c) (3)(iii), and located within the 50 United States, its territories, or possessions. These assets will be accepted at 100% of the most current tax assessment value (exclusive of encumbrances) or 75% of the properties' unencumbered market value provided a current appraisal is furnished. (See clause entitled "Pledges of Assets").
- (e) Irrevocable letters of credit (ILC) issued by a federally insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided.

Unacceptable assets include but are not limited to:

- (a) Notes or accounts receivable;
- (b) Foreign securities;
- (c) Real property as follows:
 - (1) Real property located outside the United States, its territories, or possessions.
 - (2) Real property which is a principal residence of the surety.
 - (3) Real property owned concurrently regardless of the form of co-tenancy (including joint tenancy, tenancy by the entirety, and tenancy in common) except where all co-tenants agree to act jointly.
 - (4) Life estates, leasehold estates, or future interests in real property.
- (d) Personal property other than that listed as acceptable assets above (e.g., jewelry, furs, antiques);
- (e) Stocks and bonds of the individual surety in a controlled, affiliated, or closely held concern of the offeror/contractor;
- (f) corporate assets (e.g., plant and equipment);
- (g) Speculative assets (e.g., mineral rights);
- (h) Letters of credit, except as provided above.

In order for the Contracting Officer to determine the acceptability of individuals proposed as sureties, all bidders/offerors who submit bonds which are executed by individual sureties shall furnish with the bonds:

(a) SF28, Affidavit of Individual Surety,

(b) Security interest provided to the Government for all pledged assets (See clause entitled "Pledge of Assets") and

(c) A current list of all other bonds (including Bid Bonds) on which each individual surety is a surety and bonds for which the individual is requesting to be a surety, together with a statement as to the percent of completion of these bonded jobs. The list will include Contract or Solicitation Numbers, the name, address and telephone number of the contracting office, the type of bond (bid, performance or payment), and the amount of each original obligation. (Note: Performance and Payment bonds must be listed separately.)

Failure to furnish this information may result in non-approval of the surety and a determination of nonresponsibility.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kent Paul, Chief,
Contracting Division,
CENWS-CT-CB,
Post Office Box 3755,
Seattle, Washington 98124-3755.. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

MAGNITUDE OF CONSTRUCTION (FAR 36.204) (52. 236-4902) DEC 1999

(a) Amount of Construction for this solicitation is in the range of \$1,000,000 to \$5,000,000.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION 00110

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SECTION 00110 – PROPOSAL SUBMISSION AND EVALUATION

1. INTRODUCTION:

1.1 Your firm is invited to submit a proposal in response to Request for Proposals (RFP) No. DACA67-03-R-0216 entitled “Repair and Restoration of Gray Army Airfield Taxiways, Fort Lewis, Washington.” This RFP establishes project requirements and provides procedures, format, and other data to assist offerors in preparing their proposals. **It is the intent of the Government to make award based upon initial offers, without further discussions or additional information.** A contract will be awarded to the firm submitting the proposal that conforms to the RFP, is considered to provide the most advantageous offer in terms of the evaluation factors, including price, and is determined to be in the best interest of the Government.

1.2 ***Project Description:*** Repair and restore the overruns at the ends of the runway and the taxiways at Gray Army Airfield to meet the current and projected operational requirements for deployment and routine training. This project will correct the deficiencies identified in the ERDC/GSL SR-02-4 report Airfield Pavement Evaluation Gray AAF, Ft Lewis, dated Aug 2002.

First Phase is for Overrun of runway (R1A) 16,667 square yards and (R3A) 16,667 square yards. Grind surface, install six inch of asphalt overlay, grove surface, apply slurry seal coat, re-stripe and remark.

Second Phase is for Taxiway A (T1A) 34,444 square yards and Taxiway B (T2C) 3556 square yards. Grind surface, install three-inch asphalt overlay, apply slurry seal coat, and remark the taxiway.

Third Phase is for Taxiway F (T6A) 6,556 square yards, and Taxiway H (T9A) 7,778 square yards. Remove existing asphalt and replace with six inch PCC concrete. Remark the taxiway.

Fourth Phase is for Taxiway I (T10A), western 1/3 portion only 177,778 square yards. Remove the existing asphalt and replace with six inch PCC concrete. Remark the taxiway.

2. EVALUATION FACTORS:

2.1 Proposals will be evaluated on the basis of two criteria, **TECHNICAL** and **PRICE**. Award will be based upon evaluation of the technical criteria listed below, and price proposals.

2.2 **TECHNICAL EVALUATION CRITERIA:** The technical criteria, listed in **descending order of importance**, are as follows:

1. Construction Contractor Experience with Pavement demolition and repair for runway
2. Qualifications of Proposed Team Members
3. Construction Contractor Past Performance
4. Extent of Small Business Participation

2.3 RELATIVE IMPORTANCE DEFINITIONS: For this evaluation, the following terms will be used to establish the relative importance of the technical criteria:

- **Significantly More Important:** The criterion is four times more important in value to the Government than another criterion.

- **More Important:** The criterion is two times more important in value to the Government than another criterion.

2.4 SUMMARY OF ORDER OF IMPORTANCE for Technical Criteria:

- Criterion 1, 2, and 3 are equal.

- Criterion 1, 2, and 3 are significantly more important than criterion 4.

2.5 EVALUATION STANDARDS. Evaluation criteria will be rated using the following adjectival descriptions.

OUTSTANDING - Information submitted demonstrates offeror's potential to significantly exceed performance or capability standards. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and the highest quality performance are anticipated. Has exceptional strengths that will significantly benefit the Government. The offeror convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the contract. Significantly exceeds most or all solicitation requirements. **VERY HIGH PROBABILITY OF SUCCESS.**

ABOVE AVERAGE - Information submitted demonstrates offeror's potential to exceed performance or capability standards. Has one or more strengths that will benefit the Government. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The submittal contains excellent features that will likely produce results very beneficial to the Government. Fully meets all RFP requirements and significantly exceeds many of the RFP requirements. Disadvantages are minimal. **HIGH PROBABILITY OF SUCCESS.**

SATISFACTORY (Neutral) - Information submitted demonstrates offeror's potential to meet performance or capability standards. An acceptable solution is provided. Either meets all RFP requirements for the criterion or contains weaknesses in some areas that are offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific criterion (or sub-criterion), the offeror has a reasonable probability of success, as there is sufficient confidence that a fully compliant level of performance will be achieved. The proposal demonstrates an adequate understanding of the scope and depth of the RFP requirements. No significant advantages or disadvantages. Equates to neutral. **REASONABLE PROBABILITY OF SUCCESS.**

MARGINAL – The submittal is not adequately responsive or does not address the specific criterion. The offeror’s interpretation of the Government’s requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be considered deficient. Proposal does not meet some of the minimum requirements. The assignment of a rating within the bounds of “Marginal” indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The offeror’s plans or approach will likely result in questionable quality of performance, which represents a moderate level of risk to the Government. Low probability of success although the submittal has a reasonable chance of becoming at least acceptable. Significant disadvantages. **LOW PROBABILITY OF SUCCESS.**

UNSATISFACTORY – Fails to meet performance or capability standards. Unacceptable. Requirements can only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved. The proposal contains many deficiencies and/or gross omissions; fails to provide a reasonable, logical approach to fulfilling much of the Government’s requirements; and/or fails to meet most or all of the minimum requirements. Very significant disadvantages. **VERY LOW PROBABILITY OF SUCCESS.**

2.6 DEFINITIONS OF STRENGTH, WEAKNESS AND DEFICIENCY:

Strength: A substantive aspect, attribute, or specific item in the proposal that exceeds the solicitation requirements and enhances the probability of successful contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance (i.e., meets the RFP requirements, but may have an impact on schedule or quality requirements). A *weakness need not be corrected* for a proposal to be considered for award, but *may* affect the offeror’s rating.

Deficiency: A material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of contract performance at an unacceptable level. A deficiency *must be corrected* for a proposal to be considered for award.

3. PROPOSAL CONTENTS: Proposals shall be submitted in two parts: (a) Technical proposal and (b) Price proposal. Each part shall be submitted in a separate envelope/package, with the type of proposal (i.e., Technical or Price) clearly printed on the outside of the envelope/package. **For ease of evaluation, submit the proposal following the same organization and title format as specified in paragraph 4.3.5 SUMMARY OF TECHNICAL PROPOSAL FORMAT (for the technical proposal) and paragraph 5.1 SUMMARY OF PRICE PROPOSAL FORMAT (for the price proposal).**

4. TECHNICAL PROPOSAL:

4.1 A **COVER LETTER** should be the **first page** of the technical proposal and should include **(do not put this in the price proposal):**

- (a) Solicitation number.
- (b) Name, address, and telephone and facsimile numbers of the firm signing the SF 1442 (and electronic address).
- (c) Names, titles and telephone and facsimile numbers (and electronic addresses) of persons authorized to negotiate on the firm's behalf with the Government in connection with this solicitation.
- (d) Name, title, and signature of the person authorized to sign the proposal.
- (e) A statement specifying agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any and all items upon which prices are offered at the proposed item prices.
- (h) **FINAL PROPOSAL REVISION:** If required to submit a Final Proposal Revision, the accompanying cover letter must identify all changes made to the firm's initial proposal.

4.2 **GENERAL TECHNICAL PROPOSAL REQUIREMENTS:** Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. Elaborate artwork, expensive paper and bindings, and expensive/extensive visual and other presentation aids are unnecessary. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's experience and management capabilities to successfully complete the project. Any deviations from requirements should be clearly noted and justified in the proposal.

4.3 **MINIMUM SUBMITTAL REQUIREMENTS FOR TECHNICAL PROPOSAL:**

4.3.1 **CONSTRUCTION CONTRACTOR EXPERIENCE WITH PAVEMENT DEMOLITION AND REPAIR OF RUNWAY OR SIMILAR PAVING PROJECTS**

Submittal Requirements: Provide a list of specific projects, using the format below, including projects for both the construction and the design firms (if applicable) that are either currently under construction, that are currently under construction or were completed within the last five (5) years, by using a format similar to that shown in the table below to present this information. Start with the most recent and relevant projects and work backwards in time.

Project Title & Location
Project Type (e.g., design-build (DB), construction (C))

Dollar Value (design \$; construction \$)
Start & Completion Dates (Month/Year)
Role of Firm(s) (e.g., prime) (address type of work performed and percentage of work, as applicable)
Brief Description of Project (address how this relates to solicitation project)
Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city, state, current phone no.)
Awards or recognition received (if applicable)

Evaluation Method: Teams will be evaluated for the quantity and quality of experience demonstrated. The greater the relevance and the more recent the prior project experience, the higher the rating assigned during evaluations. Demonstration of experience in completing projects that had the unique characteristics of the proposed project will be evaluated favorably. Projects involving commissioning, reasonable and realistic scheduling that includes a phasing plan, working in a closed (secure) military base, or construction and completed pavement demolition and pavement overlay of a runway with attributes similar to those specified in paragraph 1.2 of this section may be given more consideration.

4.3.2 QUALIFICATIONS OF PROPOSED TEAM MEMBERS (e.g., experience, education, licenses, etc.).

Submittal Requirements: Provide qualifications in the form of resumes, for the Key individual team members proposed for construction. Resumes should be no more than two (2) pages per individual and submitted in a format similar to the one shown below.

As a minimum, provide resumes for the following individuals (individuals may have more than one role, however, if performing two roles, qualifications are required for both roles.):

Project Superintendent: The proposed Project Superintendent shall have no less than seven (7) years of experience on at least three (3) projects as a project superintendent on construction projects of similar scope, size and complexity (See paragraph 1.2 for Project Description). The experience must demonstrate construction knowledge and ability to manage repair/resealing of airfields, or aircraft parking ramps and be consistent with the type of construction provided for in this solicitation.

Project Manager: The proposed Project Manager shall possess a Baccalaureate degree in a relevant field such as engineering, architecture or construction management with a minimum of three (3) projects that demonstrates the ability to manage projects similar in scope, cost and complexity to this solicitation or a person in the construction field with a minimum of seven (7) years as a project manager on projects of the similar scope, size and complexity (See paragraph 1.2 for Project Description) of this solicitation.

CQC System Manager: The CQC (Contractor Quality Control) System Manager shall possess a baccalaureate degree in engineering, architect, or project management, to include, a minimum of five (5) years construction experience on construction similar to this solicitation.

OR

A CQC System Manager with a minimum of ten (10) years experience in related work. Experience must have occurred the past ten (10) years.

A resume for each of the above individuals may be provided in a format similar to the one shown in the table below. Note that key personnel identified in this proposal must be utilized on the project.

Name/Title
Proposed Duties/Functions (for this project)
Firm Affiliation/Years Affiliated
Years of Experience (performing duties/functions as proposed for this project)
Education (Degree, Year, Specialization)
Active Registrations (and/or Professional/Technical Licenses/Certifications)
Specific Qualifications (for this project, if any)
List of Relevant Projects Including:
Project Title & Location
Project Type (e.g., design-build (DB), construction (C))
Dollar Value (design \$; construction \$)
Name of Employing Firm
Start & Completion Dates (Month/Year)
Duties/Functions (address how this relates to role for solicitation project)
Brief Description of Project (address how this relates to solicitation project)
Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city, state, current phone no.)
Awards or Recognition Received (if applicable)

Evaluation Method: The more recent, and the greater the extent and relevance, of the team members' qualifications, prior project experience, and active registrations, and licensing, the higher the rating assigned for this criterion during evaluations.

4.3.3 CONSTRUCTION CONTRACTOR PAST PERFORMANCE

Submittal Requirements: The Government will utilize performance evaluations contained in the Construction Contract Administration Support System (CCASS) to evaluate this criterion. All performance ratings for the past five (5) years shall be considered. If an offeror does not have past performance available in CCASS or wishes to augment the CCASS system ratings, the offerors may ask customers to submit the Customer Satisfaction Survey form found at the end of this section.

For each project constructed for Private Industry, provide a completed Customer Satisfaction Survey for each applicable Pavement Demolition and Airfield Paving project that is currently under construction (at least 75% complete) or that was completed within the last five (5) years. All Customer Satisfaction Surveys must be submitted to the Government from the customer or agency that is providing the information. Further instructions are found on the Customer Satisfaction Survey.

Submit a list of all customers (including current Point of Contact, phone number, and electronic address) who were requested to provide Customer Satisfaction Surveys.

Should offerors want to review the performance evaluation ratings contained in the Corps of Engineers CCASS Database, they may request the information by fax on company letterhead at the following number: (503) 808-4596.

Evaluation Method. The Government will evaluate the relative merits of each offeror's past performance. The Government reserves the right to consider all aspects of an offeror's performance history but will attribute more favorable rating given to firms with above average and outstanding on projects identified in Criteria 1. The Government further reserves the right to contact the evaluators on previous Government or Private Sector work to verify the offeror's construction experience. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror **may not be evaluated as favorable or unfavorable** on past performance (See FAR 15.305(a)(2)(iv)).

4.3.4 EXTENT OF SMALL BUSINESS PARTICIPATION

Submittal Requirements: No submittal is required for this criterion. The Government will utilize performance evaluations contained in the CCAS System to evaluate this criterion.

Evaluation Method: Firms will be evaluated for the success and extent of their small business participation in their subcontracting with small and disadvantaged business concerns. Firms will be evaluated based on the ratings received for item entitled "Implementation of Subcontracting Plan" on

their past performance evaluations retrieved from the CCAS System. Firms without any evaluations in CCASS, or for which this item was not evaluated (i.e., N/A), will be assigned a neutral rating of satisfactory. Firms that receive a rating below satisfactory for this item in one or more CCASS evaluations will receive a rating of marginal for this criterion.

4.3.5 SUMMARY OF TECHNICAL PROPOSAL FORMAT: As a minimum, each copy of the technical proposal should contain the following general format for the volumes specified in the table below. It is preferred that pages be numbered consecutively throughout the technical proposal. However, giving each page a unique identifier within sections is acceptable (i.e., A-1 through A-5, then B-1 through B-5, etc).

Technical Proposal Format (original and 5 copies required)

- Technical Proposal Cover Letter
- Table of Contents. (List all sections of the technical proposal)
- Construction Contractor Experience with Similar Paving Demolition and Overlay Projects
- Key Construction Personnel data
- Construction Contractor Past Performance data (if applicable)
- Extent of Small Business Participation data (if applicable)

5. PRICE PROPOSAL

5.1 SUMMARY OF PRICE PROPOSAL FORMAT:

Price Proposal Format (original and 1 copy required)

- Standard Form 1442 front and back
- Corporate Certificate (use the certificate for joint venture if applicable)
- Pricing Schedule (all pages)
- Section 00600, Representations and Certifications
- Bank and Bonding Points of Contact
- 20% Bid Bond
- Small and Small Disadvantaged Business Subcontracting Plan (large businesses only)
- Joint Venture Information (if applicable)

NOTE: Price proposal and bonds are DUE AT SAME TIME as technical proposals.

5.2 The price proposal must be signed by an official authorized to bind the organization. Prices must be provided for all line items on the pricing schedule. Note that the Standard Form 1442, Block 13D, states the minimum number of calendar days after the date offers are due for Government acceptance of the offer. All amendments must be acknowledged on Standard Form 1442 BACK by date and number in Block 19 or by telegram.

5.3 Provide the name, point of contact, phone number, and address for bank and bonding company of firm signing the SF 1442.

5.4 **Bid Bonds** must be accompanied by a **Power of Attorney containing an original signature from the surety**, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Powers of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity. Performance and payment bonds have the same requirement.

5.5 **Small Business Subcontracting. Large businesses are required to submit a subcontracting plan** (See FAR Clause 52.219-9 Alt II, Small Business Subcontracting Plan, Jan 2002) with initial price proposals. Award will not be made under this solicitation without an approved subcontracting plan. See the "Notice to Large Business Firms" located in the front of this solicitation.

5.6 **Joint Ventures.** No contract may be awarded to a joint venture that is not registered in the Central Contractor Register (CCR). Joint ventures may register in the following way:

(a) The firm that will be the recipient of payments should be registered in the CCR and have a DUNS number. This firm is considered in the CCR to be the "mother firm." If no money is to go to any other firm in the joint venture, the mother firm may make the other firm in the joint venture a "child." This child will be assigned the mother firm's CCR number with an additional four (4) numbers attached. Since the child firm is not receiving any payments, they do not need to get a DUNS number. HOWEVER, in order to cover all possibilities, it might be advisable to have each firm registered in the CCR.

(b) Call the CCR at 1-888-227-2423, choose option "0" to get the mother –child relationship set up. DUN & Bradstreet phone number is 1-800-333-0505.

(c) If the joint venture has a newly created name, then it must have its own DUNS number and register as such in the CCR.

5.6.1 In the cover letter of your proposal, provide the complete names, addresses, and phone and fax numbers of the two firms in the joint venture.

5.6.2 Signature requirements: SF 1442, SOLICITATION, OFFER, AND AWARD (pages 00010-1 and 00010-2), Block 20 requires that the name and title of the person authorized to sign the offer for the joint venture be provided.

5.6.3 Corporate certificate: Ensure that joint-venture portion is completed by both firms.

5.6.4 In the case of a joint venture, the following is required: A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed below for each type of participant. When a corporation is participating, the Contracting Officer shall verify that the corporation is authorized to participate in the joint venture.

(a) **Individuals.** A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's types, stamped, or printed name and the words "an individual doing business as" [insert name of firm].

(b) **Partnerships.** A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the Contracting Officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

(c) **Corporations.** A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The Contracting Officer shall ensure that the person signing for the corporation has authority to bind the corporation.

5.6.5 In addition to the requirements stated above, and to assure a single point of contact for resolution of contractual matters and payments, the Contracting Officer shall obtain a certificate signed by each participant in the joint venture as follows: In the proposal include the following statement:

"The parties hereto expressly understand and agree as follows:

a. **(name, title, and company)** is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of **(same name, title, and company)**, **(enter name, title, and company of alternate)** is the alternate principal representative of the joint venture.

b. Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to **(enter name, title, and company of principal)**, principal representative of the joint venture."

5.6.6 The bid bond form, Block "Principal" requires that the name and title of the person authorized to sign for the joint venture be included.

5.6.7 After award, the performance and payment bonds, and the insurance certificate(s) provided shall be in the name of the joint venture.

6. MAGNITUDE OF CONSTRUCTION AND SERVICES: The dollar magnitude of the construction portion of this solicitation is between **\$1 million and \$5 million.**

7. EVALUATION PROCEDURES

7.1 TECHNICAL EVALUATION: Technical proposals will be evaluated by a Technical Evaluation Team (TET) comprised of representatives of the Corps of Engineers and the Using Agency. Pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and will be the sole basis for determining the technical merit of proposals. The TET shall utilize the relative importance definitions and technical merit ratings described earlier in this section of the solicitation to perform their technical evaluation. To be considered for award, proposals must conform to the terms and conditions contained in the RFP. No proposal will be accepted that does not address all criteria specified in this solicitation or which includes stipulations or qualifying conditions unacceptable to the Government.

7.2 PRICE EVALUATION: Price is of secondary but slightly less important to the technical criteria. Pricing will be independently evaluated to determine reasonableness and to aid in the determination of the firm's understanding of the work and ability to perform the contract. Financial capacity and bonding ability will be verified.

8. SELECTION AND AWARD: Subject to provisions contained herein, award of a firm fixed-price contract shall be made to a single firm. The Government will select the best-value offer based on technical merit and price.

8.3.1 BEST VALUE ANALYSIS. The Government is more concerned with obtaining a highly qualified contractor than with making award at the lowest overall cost to the Government. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and technical factors, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. You are advised that greater consideration will be given to the evaluation of technical proposals rather than price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the cost or price could become more important in determining award.

8.3.2 SELECTION AND AWARD WITHOUT DISCUSSIONS: *It is the intent of the Government to make award based upon initial offers, without further discussions or additional information.* Therefore, initial proposals should be submitted based on the most favorable terms from a price and technical standpoint. Do not assume there will be an opportunity to clarify, discuss or revise proposals. If award is not made on initial offers, a competitive range will be established and discussions conducted as described below.

8.3.3 COMPETITIVE RANGE: If it is not in the Government's best interest to make award on initial offers, the Contracting Officer will establish a competitive range of one or more offers and conduct discussions with those firms. When determining the competitive range, the Contracting Officer will consider the technical ratings and prices offered.

8.3.4 DISCUSSIONS: Discussions are usually conducted in writing, but may also be by telephone or in person. Discussions are tailored to each offeror's proposal and are only conducted with offeror(s) in the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain the best value, based on the requirement and the evaluation criteria set forth in this solicitation. If a firm's proposal is eliminated or otherwise removed from consideration for award during discussions, no further revisions to that firm's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revision the date and time of which will be common to all remaining firms.

8.3.5 AFTER DISCUSSIONS: Revisions to the proposals submitted during discussions, if any, will be evaluated by the TET and, if warranted, an adjustment made to the rating previously assigned. The Contracting Officer will then perform a best value analysis based on the final prices and technical proposals. Selection will be made on the basis of the responsive, responsible firm whose proposal conforms to the RFP and represents the most advantageous offer to the Government, subject to availability of funds.

8.3.6 DEBRIEFINGS: Upon written request, unsuccessful firms will be debriefed and furnished the basis for the selection decision and contract award in accordance with FAR 15.505 and FAR 15.506.

8.3.7 PROPOSAL EXPENSES AND PRECONTRACT COSTS: This solicitation does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

8.3.8 RELEASE OF INFORMATION: After receipt of proposals and until contract award, source selection information will not be furnished to any firm.

END OF SECTION 00110

**CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2) -
DACA67-03-R-0216, Repair and Restore Gray Army Airfield (GAAF) Taxiways,
at Fort Lewis, Washington**

SECTION 1 -- TO BE COMPLETED BY OFFEROR AND PROVIDED TO REFERENCE

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value: _____

Year Completed: _____ **Project Manager:** _____

SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, EMAILED, FAXED OR HAND-DELIVERED DIRECTLY TO:

**U.S. Army Corps of Engineers, Seattle District
Attn: CENWS-CT-CB-CU Attn: Susan Newby
P.O. Box 3755
Seattle, WA 98124-3755**

**FAX: (206) 764-6817
Street Address:
4735 E. Marginal Way S.
Seattle WA 98134-2329**

Forms submitted by other than the customer (i.e., by the offeror), may not be considered.

OVERVIEW: The firm shown above has selected you as a customer reference to provide information on the firm's past performance. Your input is important to this firm and responses are required no later than the time and date proposals are due for inclusion in our evaluation.

Name of Individual completing survey: _____

Firm Name: _____ **Phone Number:** _____

Relationship to this Project: _____

The chart below depicts ratings to be used to evaluate this contractor's performance.

O	AA	S	M	U
Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
Performance met all contract requirements and exceeded expectations. Problems, if any, were negligible, and were resolved in a timely and highly effective manner.	Performance met all contract requirements and exceeded some. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met contract requirements. There were some minor problems, and corrective actions taken by the contractor were satisfactory.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance did not meet contractual requirements. There were serious problems, and the contractor's corrective actions were ineffective.

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)
DACA67-03-R-0216, Repair and Restore Gray Army Airfield (GAAF) Taxiways,
at Fort Lewis, Washington

In the following blocks, please indicate your overall level of satisfaction with the work performed by the firm shown in Section 1. Reference the chart outlined on page 1 of this survey.

For any marginal or unsatisfactory rating, please provide explanatory narratives in the remarks block. These narratives need not be lengthy; just detailed. If a question is not applicable, circle N/A. If more space is needed, then go to the end of the questionnaire or attach additional pages. Be sure to identify your continued narration with the respect line number, your name and project name.

	Quality of Work	Circle the appropriate rating using the chart on page 1
A	Quality of Service	O AA S M U N/A
B	Quality Control	O AA S M U N/A
C.	Adequacy of Submittals/Reporting	O AA S M U N/A
D.	Identification/correction of deficient work in a timely manner	O AA S M U N/A
E.	Displayed flexibility in responding to your needs	O AA S M U N/A
F.	Organizational structure/functional relationships of the team including subcontractors	O AA S M U N/A
G.	Response time to your requirements	O AA S M U N/A
H.	Extent of participation of small business concerns as subcontractors under this contract	O AA S M U N/A
I.	Overall rating for this project	O AA S M U N/A
J	How well did the contractor & subcontractors adhere to schedule?	O AA S M U N/A
K.	Would you select this contractor again for future projects?	Yes or No (circle one)

REMARKS: (Discuss strengths and weaknesses of the firm)

Thank you for completing this form. Your assistance in providing this information is appreciated.

Section 00600 - Representations & Certifications

SECTION 00600 INDEX OF CLAUSE

Section 00600 - Representations & Certifications

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.219-1 Alt I	Small Business Program Representations (May 2001) Alternate I (Oct 2000)	OCT 2000
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
52.219-21	Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program	MAY 1999
52.219-22	Small Disadvantaged Business Status	OCT 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-4	Recovered Material Certification	Oct 1997
52.223-13	Certification of Toxic Chemical Release Reporting	OCT 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(1) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (23499) (insert NAICS code).

(2) The small business size standard is (\$28,500,000) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern

or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on

Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST

COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

- (1) "Entity controlled by a foreign government" means--
- (i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
 - (ii) Any individual acting on behalf of a foreign government.
- (2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.
- (3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.
- (4) "Proscribed information" means--
- (i) Top Secret information;
 - (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);
 - (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
 - (iv) Special Access Program (SAP) information; or
 - (v) Sensitive Compartmental Information (SCI).
- (b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.
The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	---

(End of provision)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SUBMIT THE FOLLOWING INFORMATION WITH YOUR OFFER
NOTICE TO OFFERORS REGARDING PRE-AWARD INFORMATION

It is requested that the following information be provided with your bid:

1. Company Name and Address: _____

2. Point of Contact:

Name: _____ Phone: (_____) _____

Alt Phone: (_____) _____ Fax: (_____) _____
3. Electronic Transfer Payments will now be required for all new contracts. Do you currently receive Electronic Transfer Payments from this agency? (agency codes 00005524/00006482)

Yes() NO()
4. Name of Bank and Branch _____

Personal Banker _____

Telephone Number _____

Fax Number _____
5. Name of Bonding Agent Company _____

Agents Name _____

Telephone _____
6. List three projects that are substantially complete or have been completed within the last two years that are similar to this project. Projects should be listed in the following order: Federal Projects, state projects, city and county projects, than commercial projects. Please provide in the following format:
 - a) Title & Location of Project _____

Agency/Company _____

Award Amount _____

Point of Contact (Name & Title) _____

Telephone Number _____
Year of Completion _____

b) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

c) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

7) List all outstanding uncompleted projects, in the following format:

a) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

b) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

c) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

END OF SECTION 00600

Section 00700 - Contract Clauses

SECTION 00700 INDEX OF CLAUSES

Section 00700 - Contract Clauses

52.201-4001	Successor Contracting Officers	DEC 1999
52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2 Alt II	Security Requirements (Aug 1996) – Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4007	Environmental Litigation	NOV 1999
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988

52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	AUG 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-11	Buy American Act—Construction Materials Under Trade Agreements	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-4 Alt I	Patent Indemnity-Construction Contracts (Apr 1984) – Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991

52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.246-12	Inspection of Construction	AUG 1996
52.246-21 Alt I	Warranty of Construction (Mar 1994) – Alternate I	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7023	Drawings and Other Data to Become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or

subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
 - (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
 - (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.
- (End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
 - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts--
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the Government may--
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse

impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to

disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.212-4007 ENVIRONMENTAL LITIGATION

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantially or procedurally, the effect of the work on the environment.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of

the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of

FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001).

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns,

and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to

small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team

member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(2) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis -Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis -Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis -Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis -Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any

form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition,

any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis -Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis -Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis -Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the

procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the

Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-5 TRADE AGREEMENTS (JUN 2003)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

(i) Textiles and apparel articles that are subject to textile agreements;

(ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(iii) Tuna, prepared or preserved in any manner in airtight containers;

(iv) Petroleum, or any product derived from petroleum; and

(v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Honduras, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: none [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: (Contracting Officer to list applicable excepted materials or indicate "none")

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003)

- (a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States and its outlying areas under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).
- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a

subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(4) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)--ALTERNATE I (APR 1984)

(a) Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(b) This patent indemnification shall not apply to the following items: **[Contracting Officer specifically identify the item to be excluded.]**

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be _____ percent of the bid price or \$_____, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming

financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____

[name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____. This draft is drawn under Irrevocable Letter of Credit No.

_____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more

frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred

to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without

incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the

subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the

Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -
- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using -
- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until

the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this

information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas

authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(5) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) the date, circumstances, and source of the order and
 - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
- (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) - ALTERNATE I (APR 1984)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Governmentowned or controlled real or personal property, when that damage is the result of

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or

replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(k) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The

Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer),

notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

See Section 00800, SPECIAL CLAUSES

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(6) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(7) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
 - (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.
- (d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.
- (e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--
- (f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.
- (g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

- (1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.
- (2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- (b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.
- (c) Contractor programs shall include the following, or appropriate alternatives:
 - (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
 - (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
 - (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
 - (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

- (ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or
 - (iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.
- (b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

(a) Definitions. As used in this clause--

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified in the Specifications and Plans of this Solicitation.

(End of clause)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

(a) Definitions. As used in this clause --

(1) "Landing areas means" --

- (i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);
- (ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;
- (iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and
- (iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.
- (2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.
- (i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end

of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract

administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of

manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
-----	-----	-----
-----	-----	-----
-----	-----	-----
TOTAL	-----	-----

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

PIL 2003-06

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non-U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

TABLE OF CONTENTS

SPECIAL CLAUSES

<u>PARAGRAPH NO.</u>	<u>PARAGRAPH TITLE</u>
SC-1	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
SC-1.1	OPTION FOR INCREASED QUANTITY
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	TIME EXTENSIONS
SC-4	<u>DELETED</u> – VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
SC-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
SC-6	<u>DELETED</u> – CONTINUING CONTRACTS
SC-7	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-8	PHYSICAL DATA
SC-9	<u>DELETED</u> – QUANTITY SURVEYS
SC-10	LAYOUT OF WORK
SC-11	RESERVED
SC-12	AIRFIELD SAFETY PRECAUTIONS
SC-13	<u>DELETED</u> – IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
SC-14	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-15	PAYMENT FOR MATERIALS DELIVERED OFF-SITE
SC-16	<u>DELETED</u> – ORDER OF PRECEDENCE
SC-17	<u>DELETED</u> – LIMITATION OF PAYMENT FOR DESIGN
SC-18	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
SC-19	<u>DELETED</u> – TECHNICAL PROPOSAL - COPIES TO BE FURNISHED UPON AWARD
SC-20	<u>DELETED</u> – COMPLIANCE CERTIFICATION
SC-21	<u>DELETED</u> – VALUE ENGINEERING
SC-22	EPA ENERGY STAR
SC-23	RECOVERED MATERIALS

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SECTION 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 360 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises. See Section 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, Paragraph 1.2 for construction phasing.

SC-1.1 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising one or more of the Optional Bid Items 0005, 0006, 0007, 0008, 0009, 0010, and/or 0011 at any time, or not at all, but no later than 90 calendar days after receipt by Contractor of notice to proceed. Notice to proceed on work Item(s) added by exercise of the option(s) will be given upon execution of consent of surety.

b. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

c. The time allowed for completion of any optional items awarded under this contract will be the same as that for the base items, and will be measured from the date of receipt of the notice to proceed for the base items.

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$740.00 for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, the resulting damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess cost of repurchase under the Termination clause of the CONTRACT CLAUSES.

SC-3. TIME EXTENSIONS (Sept 2000) (FAR 52.211-13): Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall

provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. DELETED.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: Not Used

(b) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9. DELETED.

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11. RESERVED

SC-12. AIRFIELD SAFETY PRECAUTIONS

(a) Definitions: As used in this clause --

(1) "Landing Areas" means:

(i) the primary surfaces which are comprised of the surface of the runways, the runway shoulders, and the lateral safety zones (the length of each primary surface is the same as the runway length; the width of each primary surface is 610 meters (2,000 feet), 305 meters (1,000 feet) on each side of the runway centerline; (see footnote at end of clause)).

(ii) the "clear zone" beyond the ends of each runway, i.e., the extension of the "primary surface" for a distance of 305 meters (1,000 feet) beyond each end of each runway;

(iii) all taxiways plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 76 meters (250 feet) from the far or opposite edge of the taxiway, i.e., a 23 meters (75-foot)-wide taxiway would have a combined width of taxiway and lateral clearance zones of 130 meters (425 feet); and

(iv) all aircraft parking aprons plus the area 38 meters (125 feet) in width extending beyond each edge all around the aprons.

(2) "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to Contract performance might result in vertical projections at or above the approach-departure clearance surface or the transitional surface.

(i) The "approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 15,240 meters (50,000 feet), first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(a) The inclined plane (glide angle) begins in the clear zone 61 meters (200 feet) past the end of the runway (and primary surface) at the same elevation as the end of the runway, and continues upward at a slope of 50:1 (.3048 meter (one foot) vertically for each 15.24

meters (50 feet) horizontally) to an elevation of 152 meters (500 feet) above the established airfield elevation; at that point the plane becomes horizontal, continuing at that same uniform elevation to a point 15,240 meters (50,000 feet) longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(b) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone; thence it flares uniformly, reaching the maximum width of 4,877 meters (16,000 feet) at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(a) The inclined plane in each case begins at the edge of the surface.

(b) The slope of the inclined plane is 7:1 (.3048 meter (one foot) vertically for each 2.13 meters (7 feet) horizontally), and it continues to the point of intersection with

(1) Inner horizontal surface (which is the horizontal plane 46 meters (150 feet) above the established airfield elevation) or

(2) Outer horizontal surface (which is the horizontal plane 152 meters (500 feet) above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone and approach-departure clearance zone.)

(b) General

(1) The Contractor shall comply with the requirements of this clause while

(i) Operating all ground equipment (mobile or station art);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(a) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall--

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is--

(i) Closed by order of the Contracting Officer, and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations--

(i) Approved by the Contracting Officer,

(ii) At a distance of at least 229 meters (750 feet) from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(e) Landing Areas

The Contractor shall--

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer.

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be .9144 meters (3 feet) square, and consist of a checkered pattern of international orange and white squares of .3048 meter (1 foot) on each side (except that the flag may vary up to 10 percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety Precaution Areas

The Contractor shall--

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

(f) See Section 01001 SUPPLEMENTARY REQUIREMENTS, Paragraph 1.9.2 for Operational Safety on the Airfield During Construction.

SC-13. DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the

schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17. DELETED

SC-18. CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)(DOD FAR SUPP 252.236-7001)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general—

(1) Large scale drawings shall govern small scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-21. DELETED.

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self-certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tire
- (e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12 Construction products.

- (a) Building insulation product including the following items:
 - (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite;
 - (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).
 - (3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
 - (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.
- (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (cover board).
- (c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.
- (d) Carpet made of polyester fiber use in low- and medium-wear applications.
- (e) Floor tiles and patio block containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g) (1) Consolidated latex paint used for covering graffiti; and
- (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15 Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Binders.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

INDEX OF DRAWINGS

Repair Gray Army Airfield Runway and Taxiways,
Fort Lewis, Washington
Project Number: 60072
File No. 22s/111-10-02

Sheet Number	Plate Number	Title	Revision Number	Date
<u>GENERAL</u>				
1	G0.1	Title and Area Maps		03AUG08
2	G0.2	Drawing Index		03AUG08
<u>CIVIL</u>				
3	C1.1	Legend and Abbreviations		03AUG08
4	C1.2	Haul Route Locations		03AUG08
5	C1.3	General Site Plan/and Staging Area Locations		03AUG08
6	C2.1	Phase I - ILS Critical Area Locations and Temporary Barricade Locations		03AUG08
7	C2.2	Phase I - Runway Approach 15 End, R1A Temporary Pavement Marking Plan		03AUG08
8	C2.3	Phase I - Runway Approach 33 End, R3A Temporary Pavement Marking Plan		03AUG08
9	C2.4	Phase I - Displaced Threshold Detail And Temporary Barricade Detail		03AUG08
10	C2.5	Phase I/Taxiway I (West) T10A Demolition Plan		03AUG08
11	C2.6	Phase I - Runway Approach 15 End, R1A Demolition Plan		03AUG08
12	C2.7	Phase I - Taxiway I (East-1) T10 (East-1) Demolition Plan		03AUG08
13	C2.7	Phase I - Runway Approach 33 End, R3A Demolition Plan		03AUG08
14	C2.9	Phase I - Demolition Sections		03AUG08
15	C2.10	Phase I - Taxiway I (West) T10A Site Plan		03AUG08
16	C2.11	Phase I - Runway Approach 15 End, R1A Site Plan		03AUG08
17	C2.11	Phase I - Taxiway I (East-1) T10A Site Plan		03AUG08
18	C2.12	Phase I - Runway Approach 33 End, R3A Site Plan		03AUG08
19	C2.14	Phase I - Site Sections		03AUG08

Sheet Number	Plate Number	Title	Revision Number	Date
20	C2.15	Phase I - Taxiway I (West) T10A Grading Plan		03AUG08
21	C2.16	Phase I - Runway Approach 15 End, R1A Grading Plan		03AUG08
22	C2.17	Phase I - Taxiway I (East-1) T10A Grading Plan		03AUG08
23	C2.18	Phase I - Runway Approach 33 End, R3A Grading Plan		03AUG08
24	C2.19	Phase I - Taxiway I (West) T10A Pavement Marking Plan		03AUG08
25	C2.20	Phase I - Runway Approach 15 End, R1A Pavement Marking Plan		03AUG08
26	C2.21	Phase I - Runway Pavement Marking Plan		03AUG08
27	C2.22	Phase I - Runway Approach 33 End, R3A Pavement Marking Plan		03AUG08
28	C2.23	Phase I - Taxiway I (East-1) T10A Pavement Marking Plan		03AUG08
29	C2.24	Phase I - Pavement Marking Details		03AUG08
30	C3.1	Phase II - Temporary Barricade Locations and Detail		03AUG08
31	C3.2	Phase II - Taxiway I (East-2) T10A Demolition Plan 1		03AUG08
32	C3.3	Phase II - Taxiway I (East-2) T10A Demolition Plan 2		03AUG08
33	C3.4	Phase II - Taxiway A, T1A Demolition Plan 1		03AUG08
34	C3.5	Phase II - Taxiway A, T1A Demolition Plan 2		03AUG08
35	C3.6	Phase II - Taxiway A, T1A Demolition Plan 3		03AUG08
36	C3.7	Phase II - Taxiway A, T1A Demolition Plan 4		03AUG08
37	C3.8	Phase II - Demolition Sections		03AUG08
38	C3.9	Phase II - Taxiway I (East-2) T10A Site Plan 1		03AUG08
39	C3.10	Phase II - Taxiway I (East-2) T10A Site Plan 2		03AUG08
40	C3.11	Phase II - Taxiway A, T1A Site Plan 1		03AUG08
41	C3.12	Phase II - Taxiway A, T1A Site Plan 2		03AUG08
42	C3.13	Phase II - Taxiway A, T1A Site Plan 3		03AUG08
43	C3.14	Phase II - Taxiway A, T1A Site Plan 4		03AUG08
44	C3.15	Phase II - Taxiway B, T2C Site Plan		03AUG08
45	C3.16	Phase II - Site Sections and Details		03AUG08

Sheet Number	Plate Number	Title	Revision Number	Date
46	C3.17	Phase II - Taxiway I (East-2) T10A Grading Plan 1		03AUG08
47	C3.18	Phase II - Taxiway I (East-2) T10A Grading Plan 2		03AUG08
48	C3.19	Phase II - Taxiway A, T1A Grading Plan 1		03AUG08
49	C3.20	Phase II - Taxiway A, T1A Grading Plan 2		03AUG08
50	C3.21	Phase II - Taxiway A, T1A Grading Plan 3		03AUG08
51	C3.22	Phase II - Taxiway A, T1A Grading Plan 4		03AUG08
52	C3.23	Phase II - Taxiway I (East-2) T10A Pavement Marking Plan 1		03AUG08
53	C3.24	Phase II - Taxiway I (East-2) T10A Pavement Marking Plan 2		03AUG08
54	C3.25	Phase II - Taxiway A, T1A Pavement Marking Plan 1		03AUG08
55	C3.26	Phase II - Taxiway A, T1A Pavement Marking Plan 2		03AUG08
56	C3.27	Phase II - Taxiway A, T1A Pavement Marking Plan 3		03AUG08
57	C3.28	Phase II - Taxiway A, T1A Pavement Marking Plan 4		03AUG08
58	C3.29	Phase II - Pavement Marking Details		03AUG08
59	C4.1	Phase III - Temporary Barricade Locations and Details		03AUG08
60	C4.2	Phase III - Taxiway F, T6A Demolition Plan		03AUG08
61	C4.3	Phase III - Taxiway H, T9A Demolition Plan		03AUG08
62	C4.4	Phase III - Demolition Sections		03AUG08
63	C4.5	Phase III - Taxiway F, T6A Site Plan		03AUG08
64	C4.6	Phase III - Taxiway H, T9A Site Plan		03AUG08
65	C4.7	Phase III - Site Sections		03AUG08
66	C4.8	Phase III - Taxiway F, T6A Grading Plan		03AUG08
67	C4.9	Phase III - Taxiway H, T9A Grading Plan		03AUG08
68	C4.10	Phase III - Taxiway F, T6A Pavement Marking Plan		03AUG08
69	C4.11	Phase III - Taxiway H, T9A Pavement Marking Plan		03AUG08
70	C4.12	Phase III - Pavement Marking Details		03AUG08
71	C5.1	Phase IV - Temporary Barricade Locations and Details		03AUG08

Sheet Number	Plate Number	Title	Revision Number	Date
72	C5.2	Phase IV - OLR Ramp and Taxiways, A11B Demolition Plan		03AUG08
73	C5.3	Phase IV - OLR Ramp and Taxiways, T11B, T12B, and A18B Demolition Plan		03AUG08
74	C5.4	Phase IV - Demolition Sections		03AUG08
75	C5.5	Phase IV - OLR Ramp and Taxiways, A11B Site Plan (Crack Repair)		03AUG08
76	C5.6	Phase IV - OLR Ramp and Taxiways, T11B, T12B, and A18B Site Plan (Crack Repair)		03AUG08
77	C5.7	Phase IV - OLR Ramp and Taxiways, T11B Site Plan (Crack Repair)		03AUG08
78	C5.8	Phase IV - OLR Ramps and Taxiways, T12B and A18B Site Plan (Crack Repair)		03AUG08
79	C5.9	Phase IV - Site Sections and Details		03AUG08

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

Drawing Number	Sheet Number	Title	Date
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SECTION 01501 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1	Hard Hat Sign	10SEP90
1&2	U.S. Army Project Sign	84JUN20

END OF SECTION

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DESIGN AUTHENTICATION

REPAIR GRAY ARMY AIRFIELD RUNWAY AND TAXIWAYS FT. LEWIS, WA.

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation ER 1110-345-100, DESIGN POLICY FOR MILITARY CONSTRUCTION.



Emmanuel R. Alvarez
COE Project Manager



FOR

Dean M. Schmidt, Chief
Tech. Eng. & Review Section
Construction Branch



Mark A. Ohlstrom, P.E.
Chief, Design Branch



Rick L. Moshier, P.E.
Chief, Engineering & Construction Division

This project was designed by the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

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DAVIS-BACON GENERAL WAGE DECISIONS:

a) **WA030001 (Heavy and Highway)** - All work more than 5 feet (1.5 meters) from the perimeter of a building shall be performed under this wage decision.

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GENERAL DECISION WA030001 06/13/2003 WA1

Date: June 13, 2003

General Decision Number WA030001

Superseded General Decision No. WA020001

State: Washington

Construction Type:

DREDGING

HEAVY

HIGHWAY

County(ies):

STATEWIDE

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS

(Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number

0

Publication Date

06/13/2003

COUNTY(ies):

STATEWIDE

CARP0001W 06/01/2002

COLUMBIA RIVER AREA - ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES

CARPENTERS:

	Rates	Fringes
GROUP 1:	23.58	6.25
GROUP 2:	24.69	6.25
GROUP 3:	23.85	6.25
GROUP 4:	23.58	6.25
GROUP 5:	58.43	6.25
GROUP 6:	27.72	6.25

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS AND WHITMAN COUNTIES

CARPENTERS:

GROUP 1:	22.91	6.25
GROUP 2:	24.01	6.25
GROUP 3:	23.17	6.25
GROUP 4:	22.91	6.25
GROUP 5:	56.77	6.25
GROUP 6:	27.00	6.25

CARPENTERS CLASSIFICATIONS

GROUP 1: Carpenter; Burner-Welder; Rigger and Signaler;

Insulators (all types), Acoustical, Drywall and Metal Studs, Metal Panels and Partitions; Floor Layer, Sander, Finisher and Astro Turf; Layout Carpenters; Form Builder; Rough Framers; Outside or Inside Finisher, including doors, windows, and jams; Sawfiler; Shingler (wood, composition) Solar, Fiberglass, Aluminum or Metal; Scaffold Erecting and Dismantling; Stationary Saw-Off Bearer; Wire, Wood and Metal Lather Applicator

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, dock and wharf carpenters

GROUP 5: Divers

GROUP 6: Divers Tender

DEPTH PAYY FOR DIVERS:

Each foot over 50-100 feet	\$1.00
Each foot over 100-175 feet	2.25
Each foot over 175-250 feet	5.50

HAZMAT PROJECTS

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP00030 06/01/2002

	Rates	Fringes
SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHAKIACUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY		

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

CARPENTERS; ACOUSTICAL	27.37	8.80
DRYWALL	27.37	8.80
FLOOR LAYERS & FLOOR FINISHERS		
(the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors,		

the sanding and finishing of floors,
the preparation of old and new
floors when the materials mentioned
above are to be installed); INSULATORS
(fiberglass and similar irritating

materials	27.52	8.80
MILLWRIGHTS	27.87	8.80
PILEDRIVERS	27.87	8.80
DIVERS	65.05	8.80
DIVERS TENDERS	29.91	8.80

DEPTH PAY

50 TO 100 FEET	\$1.00 PER FOOT OVER 50 FEET
100 TO 150 FEET	1.50 PER FOOT OVER 100 FEET
150 TO 200 FEET	2.00 PER FOOT OVER 150 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85

Zone 3 - 1.25

Zone 4 - 1.70

Zone 5 - 2.00

Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES,
AND VANCOUVER, (NOTE: All dispatches for Washington State
Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview
Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective
city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40
miles of the respective city of the above mentioned
cities

ZONE 3: Projects located more than 40 miles and less than 50
miles of the respective city of the above mentioned
cities

ZONE 4: Projects located more than 50 miles and less than 60
miles of the respective city of the above mentioned
cities.

ZONE 5: Projects located more than 60 miles and less than 70
miles of the respective city of the above mentioned
cities

ZONE 6: Projects located more than 70 miles of the respected
city of the above mentioned cities

CARP0770D 06/01/2002

	Rates	Fringes
WESTERN WASHINGTON: CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS (excludes piledrivers only), MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		

CARPENTERS AND DRYWALL APPLICATORS	27.95	8.05
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CARPENTERS ON CREOSOTE MATERIAL	28.05	8.05
INSULATION APPLICATORS	25.50	8.05
SAWFILERS, STATIONARY POWER SAW OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS	28.08	8.05
MILLWRIGHT AND MACHINE ERECTORS	28.95	8.05
ACOUSTICAL WORKERS	28.11	8.05
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING	28.15	8.05
PILEDRIIVER, BRIDGE, DOCK & WHARF CARPENTERS	27.95	8.05
DIVERS	68.97	8.05
DIVERS TENDER	30.68	8.05

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL

CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay	
0 -25 radius miles	Free
25-35 radius miles	\$1.00/hour
35-45 radius miles	\$1.15/hour
45-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay	
0 -25 radius miles	Free
25-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

CENTRAL WASHINGTON: CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES

CARPENTERS AND DRYWALL APPLICATORS	20.72	7.82
CARPENTERS ON CREOSOTED MATERIAL	20.82	7.82

INSULATION APPLICATORS	20.72	7.82
SAWFILERS, STATIONARY POWER S37 OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLERS, FLOOR SANDER OPERATORS	20.85	7.82
MILLWRIGHT AND MACHINE ERECTORS	28.95	7.82
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	28.15	7.82
PILEDRIIVER, BRIDGE DOCK AND WHARF CARPENTERS	27.95	7.82
DIVERS	68.97	8.05
DIVERS TENDER	30.68	8.05

ELEC0046A 12/30/2002		
	Rates	Fringes
CALLAM, JEFFERSON, KING AND KITSAP COUNTIES		
ELECTRICIANS	34.25	3%+9.55
CABLE SPLICERS	37.68	3%+9.55

ELEC0048C 01/01/2003		
	Rates	Fringes
CLARK, KCLICKITAT AND SKAMANIA COUNTIES		
ELECTRICIANS	31.00	3%+11.83
CABLE SPLICERS	31.25	3%+11.83

ELEC0073A 01/01/2003		
	Rates	Fringes
ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES		
ELECTRICIANS	24.07	3%+10.63
CABLE SPLICERS	24.47	3%+10.63

ELEC0076B 07/01/2002		
	Rates	Fringes
GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES		
ELECTRICIANS	29.78	3%+11.01
CABLE SPLICERS	32.76	3%+11.01

ELEC0077C 02/01/2003		
	Rates	Fringes
LINE CONSTRUCTION:		
CABLE SPLICERS	37.95	3.875%+7.45
LINEMEN, POLE SPRAYERS, HEAVY LINE EQUIPMENT MAN	33.88	3.875%+7.45
LINE EQUIPMENT MEN	29.14	3.875%+5.70

POWDERMEN, JACKHAMMERMEN	25.41	3.875%+5.70
GROUNDMEN	23.72	3.875%+5.70
TREE TRIMMER	23.81	3.875%+5.70

ELEC0112E 06/01/2002

	Rates	Fringes
ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES		

ELECTRICIANS	28.75	3%+9.63
CABLE SPLICERS	30.19	3%+9.63

ELEC0191C 08/31/2002

	Rates	Fringes
ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES		

ELECTRICIANS	30.66	3%+9.33
CABLE SPLICERS	33.72	3%+9.33

ELEC0191D 12/01/2002

	Rates	Fringes
CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES		

ELECTRICIANS	26.66	3%+9.28
CABLE SPLICERS	29.33	3%+9.28

ELEC0970A 01/01/2003

	Rates	Fringes
COWLITZ AND WAHAKIAKUM COUNTIES		

ELECTRICIANS	28.55	3%+9.25
CABLE SPLICERS	31.41	3%+9.25

ENGI0302E 06/01/2002

	Rates	Fringes
CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUAN, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES		

PROJECTS

CATEGORY A PROJECTS (excludes Category B projects, as show
below)

POWER EQUIPMENT OPERATORS:

Zone 1 (0-25 radius miles):

GROUP 1AAA	31.14	8.40
GROUP 1AA	30.64	8.40
GROUP 1A	30.14	8.40
GROUP 1	29.64	8.40
GROUP 2	29.20	8.40

GROUP 3	28.84	8.40
GROUP 4	26.74	8.40

Zone 2 (26-45 radius miles) - Add \$.70 to Zone 1 rates
 Zone 3 (Over 45 radius miles) - Add \$1.00 to Zone 1 rates

BASEPOINTS: Bellingham, Mount Vernon, Kent, Port Angeles, Port Townsend, Aberdeen, Shelton, Bremerton, Wenatchee, Yakima, Seattle, Everett

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons or 300 ft. of boom (including job with attachments)

GROUP 1AA - Cranes - 200 tons to 300 tons or 250 ft. of boom (including jib and attachments); Tower crane over 175 ft. in height, base to boom

GROUP 1A - Cranes - 100 tons thru 199 tons or 150' of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft. in height base to boom; Loader-overhead, 8 yards and over; Shovel, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes-45 tons thru 99 tons, under 150 ft. of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Shovel, excavator, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader-overhead, 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, d-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled-45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Barch Plant opeator-concrete; Bump cutter; Cranes-20 tons thru 44 tons with attachments; Cranes-overheads, bridge type-20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel backhoe-3 yards and under; Finishing machine Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders, overhead under 6 yds.; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Pildriver (other than crane mount); Roto-mill, roto-grinder; Screedman, Spreader, Topside Operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrader trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blow knox, roadtec; Truck crane oiler/driver-100 tons and over; Truck mount portable conveyor;Yo Yo Pay Dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments;

Cranes-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers D9 and under; Forklifts-3000 lbs and over with attachments; horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strao tower bucket elevators; Hydralifts/boom truck-over 10 tons; Loader-elevating type belt; Motor Patrol Grader-non-finishing; Plant Oiler-asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carryall; Service engineers-equipment; Trenching machines; Truck crane oiler/driver-under 100 tons Tractors, backhoes-under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes-A-frame-10 tons and under; Elevator and manlift-permanent and shaft type; Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts, boom trucks-10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Post Hole Digger-mechanical; Power

Plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shot crete/gunite equipment operator

CATEGORY B PROJECTS - 95% of the basic hourly rate for each group plus full fringe benefits applicable to Category A projects shall apply to the following projects. Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and structures whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

WORK PERFORMED ON HYDRAULIC DREDGES:

Total Project Cost \$300,000 and over

GROUP 1	28.38	8.40
GROUP 2	28.48	8.40
GROUP 3	28.82	8.40
GROUP 4	28.87	8.40
GROUP 5	30.26	8.40
GROUP 6	28.38	8.40

GROUP 1: Assistant Mate (Deckhand)

GROUP 2: Oiler

GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen

GROUP 4: Craneman, Engineer Welder

GROUP 5: Leverman, Hydraulic

GROUP 6: Maintenance

Total Project cost under \$300,000

GROUP 1	26.96	8.40
GROUP 2	27.06	8.40
GROUP 3	27.38	8.40
GROUP 4	27.43	8.40

GROUP 5	28.75	8.40
GROUP 6	26.96	8.40

GROUP 1: Assistant Mate (Deckhand)
 GROUP 2: Oiler
 GROUP 3: Assistant Engineer (Electric, Diesel, Steam,
 or Booster Pump); Mates and Boatmen
 GROUP 4: Craneman, Engineer Welder
 GROUP 5: Leverman, Hydraulic
 GROUP 6: Maintenance

HEAVY WAGE RATES (CATEGORY A) APPLIES TO CLAM SHELL DREDGE, HOE
 AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND
 BULLDOZERS.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft
 classifications subject to working inside a federally designated
 hazardous perimeter shall be eligible for compensation in

accordance with the following group schedule relative to the
 level of hazardous waste as outlined in the specific hazardous
 waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not
 outfitted with protective clothing
 H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.
 H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.
 H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 ENGI0370C 06/01/2002

	Rates	Fringes
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ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),
 COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN,
 GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN),
 PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA
 (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

POWER EQUIPMENT OPERATORS:

GROUP 1A	20.94	6.52
GROUP 1	21.49	6.52
GROUP 2	21.81	6.52
GROUP 3	22.42	6.52
GROUP 4	22.58	6.52
GROUP 5	22.74	6.52
GROUP 6	23.02	6.52
GROUP 7	23.29	6.52
GROUP 8	24.39	6.52

ZONE DIFFERENTIAL (Add to Zone 1
 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco,
 Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Moses Lake, Pasco,
 Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (Assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heater Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond)(operate

drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8" bit & over) (Robbins, reverse circulation & similar)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatr (self-propelled);

Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments, Athey & Huber); Boom Cats (side); Cable Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H.D. Mechanic; H.D. Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over);

Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180' to 250' \$.30 over scale

Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT: Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

ENGI0370G 06/01/2002

Rates Fringes
ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),

COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

WORK PERFORMED ON HYDRAULIC DREDGES

GROUP 1:	24.73	6.27
GROUP 2:	25.10	6.27
GROUP 3:	25.13	6.27
GROUP 4:	25.52	6.27
GROUP 5:	24.73	6.27

GROUP 1: Assistant Mate (Deckhand) and Oiler

GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mates and Boatmen

GROUP 3: Engineer Welder

GROUP 4: Leverman, Hydraulic

GROUP 5: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

ENGI0612A 06/01/2002

Rates Fringes
LEWIS, PIERCE, PACIFIC (THAT PORTION WHICH LIES NORTH OF A PARALLEL LINE EXTENDED WEST FROM THE NORTHERN BOUNDARY OF WAHKAUKUM COUNTY TO THE SEA IN THE STATE OF WASHINGTON) AND THURSTON COUNTIES

PROJECTS:

CATEGORY A PROJECTS (excludes Category B projects, as shown below)

POWER EQUIPMENT OPERATORS:

ZONE 1 (0-25 radius miles):

GROUP 1AAA	31.14	8.40
GROUP 1AA	30.64	8.40
GROUP 1A	30.14	8.40

GROUP 1	29.64	8.40
GROUP 2	29.20	8.40
GROUP 3	28.94	8.40
GROUP 4	26.74	8.40

ZONE 2 (26-45 radius miles) - Add \$.70 to Zone 1 rates

ZONE 3 (Over 45 radius miles) - Add \$1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 tons to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in

height, base to boom

GROUP 1A - Crane 100 tons thru 199 tons, or 150 of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Shovel, excavator, backhoes-6 yds and over with attachments

GROUP 1 - Cableways; Cranes-45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type - 45 tons thru 99 tons; Excavator, shovel, backhoes over 3 yards and under 6 yards; hard tail end dump articulating off-road equipment 45 yards and over; loader-overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled-45 yds and over; Slipform pavers; Transporters-all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump cutter; Cranes-20 tons through 44 tons with attachments; Crane-overhead, bridge type-20 tons thru 44 tons; Chipper, Concrete Pump-truck mounted with boom attachment; Crushers; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders, overhead under 6 yds.; Loaders, plant feed; Locomotive-all; Mechanics-all; Mixers, asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto grinder; screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment under 45 yds.; Subgrader trimmer; Tractors, backhoes over 75 hp.; Transfer material service machine-shuttle buggy, Blaw Knox-Roadtec; Truck Crane Oiler/driver-100 tons and over, Truck Mount Portable Conveyor; Yo Yo Pay dozer.

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; Cranes-A-frame over 10 tons; Drill Oilers-Augur type, truck or

crane mount; Dozers-D-9 and under; Forklifts-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/Boom Trucks-over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant Oiler-Asphalt, Crusher; Pumps, Concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-Concrete and Carry all; Trenching machines; Truck Crane Oiler/Driver-under 100 tons; Tractor, backhoe-under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Crane-A-Frame, 10 tons and under; Elevator and manlift-permanent and shaft type; Forklifts-under 3000 lbs. with attachments; Gradechecker, stakeop; Hydralifts, boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole Digger-mechanical; Power plant;

Pumps-Water; Roller-other than Plant Mix; Wheel Tractors, Farmall type; Shotcrete/Gunite Equipment Operator

CATEGORY B PROJECTS - 95% of the basic hourly rate for each group plus full fringe benefits applicable to Category A projects shall apply to the following projects: Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and structures whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000

WORK PERFORMED ON HYDRAULIC DREDGES:

Total Project cost \$300,000 and over

GROUP 1	28.38	8.40
GROUP 2	28.48	8.40
GROUP 3	28.82	8.40
GROUP 4	28.87	8.40
GROUP 5	30.26	8.40
GROUP 6	28.38	8.40

GROUP 1: Assistant Mate (Deckhand)

GROUP 2: Oiler

GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen

GROUP 4: Craneman, Engineer Welder

GROUP 5: Leverman, Hydraulic

GROUP 6: Maintenance

Total Project Cost under \$300,000

GROUP 1	26.96	8.40
GROUP 2	27.06	8.40
GROUP 3	27.38	8.40
GROUP 4	27.43	8.40
GROUP 5	28.75	8.40
GROUP 6	26.96	8.40

GROUP 1: Assistant Mate (Deckhand)
 GROUP 2: Oiler
 GROUP 3: Assistant Engineer (Electric, Diesel, Steam or
 Booster Pump); Mates and Boatmen
 GROUP 4: Craneman, Engineer Welder
 GROUP 5: Leverman, Hydraulic
 GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, HOE AND DIPPER,
 SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

H-1 - When not outfitted with protective clothing of
 level D equipment - Base wage rate
 H-2 - Class "C" Suit - Base wage rate + \$.25 per hour
 H-3 - Class "B" Suit - Base wage rate + \$.50 per hour
 H-4 - Class "A" Suit - Base wage rate +\$.75 per hour

ENGI0701D 01/01/2003

CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH), SKAMANIA, AND
 WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS (See Footnote A)

ZONE 1:

	Rates	Fringes
GROUP 1	29.30	8.95
GROUP 1A	30.77	8.95
GROUP 1B	32.23	8.95
GROUP 2	28.07	8.95
GROUP 3	27.31	8.95
GROUP 4	26.79	8.95
GROUP 5	26.19	8.95
GROUP 6	23.84	8.95

Zone Differential (add to Zone 1 rates):

Zone 2 - \$1.50

Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS;
 MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ
 COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion
 Counties, West of the western boundary of Mt. Hood National
 Forest and West of Mile Post 30 on Interstate 84 and West of Mile
 Post 30 on State Highway 26 and West of Mile Post 30 on Highway
 22 and all jobs or projects located in Yamhill County, Washington
 County and Columbia County and all jobs or projects located in
 Clark & Cowlitz County, Washington except that portion of Cowlitz
 County in the Mt. St. Helens "Blast Zone" shall receive Zone I
 pay for all classifications.

All jobs or projects located in the area outside the identified

boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher

Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to

and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL,SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzly Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and

similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less

than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating); Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator;

Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing mahine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT:

Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffol

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TABLE OF CONTENTS

SECTION	TITLE
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Division 1 - General Technical Requirements

01001	Supplementary Requirements
01005	Site Specific Supplementary Requirements
01025	Payment
01035	Modification Procedures
01312	Quality Control System (QCS)
01320	Project Schedule
01330	Submittal Procedures
01410	Environmental Protection
01451	Contractor Quality Control
01501	Construction Facilities and Temporary Controls
01702	As Built Records and Drawings
01703	Warranty of Construction

Division 2 - Site Work

02220	Demolition
02748	Bituminous Tack Coat
02749	Hot Mix Asphalt (HMA) for Airfields
02754	Concrete Pavements for Small Projects
02760	Field Molded Sealants for Sealing Joints and Cracks in Rigid Pavements
02763	Pavement Markings
02964	Cold Milling of Bituminous Pavements
02975	Sealing of Cracks in Bituminous Pavements
02980	Patching of Rigid Pavements

Divisions 3 through 16 (Not Applicable)

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SECTION 01001

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 DEFINITIONS

The references listed below are to be defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

"SUPPLEMENTARY REQUIREMENTS " shall be read to pertain to any of the sections of the DIVISION 1 as required by the content of the section or paragraph containing the reference.

Specification "SECTION 01300 – SUBMITTALS" shall be read as a specification "SECTION 01330 – SUBMITTAL PROCEDURES".

Specification "SECTION 01400 – CONTRACTOR QUALITY CONTROL" shall be read as specification "SECTION 01451 – CONTRACTOR QUALITY CONTROL".

1.2 CONSTRUCTION SCHEDULING

The instructions for preparation and submittal of the Contractor-prepared Network Analysis System are found in SECTION 01320, PROJECT SCHEDULE.

1.3 CORRESPONDENCE

1.3.1 All correspondence shall be addressed to the Administrative Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be furnished with an original and one copy. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.3.2 All correspondence from the Contracting Officer will be also serially numbered with no numbers missing or duplicated. Letters to the Contractor will be forwarded in duplicate.

1.3.3 In the event there is more than one project within a contract, correspondence shall contain separate and distinct submittals to identify each project by name.

1.3.4 For submission of Contractor payment requests, See Section 01025, PAYMENT.

1.4 CONTRACTOR'S FILES

Contractor shall maintain "Approved (Action Code "A") and "Approved Except as Noted (Action Code "B") shop drawing files in fabrication shops and at project sites for government use.

1.5 PROJECT PHOTOGRAPHS

1.5.1 General

The Contractor shall furnish photographs depicting construction as specified herein. The photographs shall be in digital JPEG format, with a resolution of 1024 x 768 pixels or better, size limited to less than 300KB. Photos shall be submitted in a Word document, with a caption under each photo showing date taken, project location, contract title and number, and a brief description of what the photo depicts. The photos shall be submitted on a 133 mm ISO-9660 CD-ROM.

1.5.2 Progress Photographs

Construction progress photographs shall be taken between the 1st and 15th of each month and delivered to the Contracting Officer with the payment request for the month taken. Photos shall be taken from 5 positions. Location of positions shall be coordinated with or may be selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. Photographic quality and composition of photos shall be such that they can be used for briefings and/or to illustrate articles on the construction progress of the project.

1.5.3 Completion Photographs

Construction completion photographs (35 mm color slides) shall be taken upon completion of construction and delivered to the Contracting Officer not later than 15 days prior to project completion. It is the intention of the Government to obtain slides whose color, clarity, and composition are such that they can be used for briefings and/or to illustrate articles on the completed project. Slides shall be taken from 10 positions. Location of positions shall be coordinated with or may be selected by the Contracting Officer. Slides shall show the completed project to the best advantage, and shall include overall site photos as well as photos of major features

1.6 IDENTIFICATION OF EMPLOYEES AND MILITARY REGULATIONS

- (a) The Contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations which may affect the work.
- (b) The work under this Contract is to be performed at an operating Military Installation with consequent restrictions on entry and movement of nonmilitary personnel and equipment.
- (c) The Commanding Officer of Fort Lewis, Washington, has initiated the following specific requirement regarding vehicle registration for this contract.

Contractors performing work on Fort Lewis shall, after award, register all vehicles to be used on the installation with the Vehicle Registration Section of the Law Enforcement Command.

Contractor employees entering the installation in privately owned vehicles (POVs) shall also register their vehicles. A copy of contract award, proof of liability insurance, current driver's license and state vehicle registration shall be required to register Contractor, subcontractor, and employee vehicles.

Upon completion of the contract, it shall be the prime contractor's responsibility to collect all vehicle decals issued under the contract including those issued to employees and subcontractors. Decals are to be carefully removed from the vehicle, placed in an envelope and attached to the original documentation (i.e., post vehicle registration document) received with the decal. Decals, with documentation, must be returned to Vehicle Registration, Building 5236. Proof of decal clearance for all vehicles registered under this contract will be issued to the prime contractor and shall be returned to the Contracting Officer prior to final payment.

In the event of contract extension, it shall be the prime contractor's responsibility to report time extension to Vehicle Registration, with evidence of same. For further information, contact Vehicle Registration, Building 5236 (Telephone: (206) 967-7668), Fort Lewis, Washington 98433-5000.

1.7 PERMITS OBTAINED BY GOVERNMENT AND CONTRACTOR RESPONSIBILITIES

The Government has obtained the following permits/licenses related to the construction of this project: (Not Applicable)

It will be the responsibility of the Contractor to obtain all other permits/licenses required for this project. See the Contract Clause paragraph entitled PERMITS AND RESPONSIBILITIES.

1.8 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES (1985 JAN OCE)

(a) Known historical, archeological and cultural resources within the Contractor's work area are designated on the contract drawings. The Contractor shall install protection for these resources as shown on the drawings and shall be responsible for their preservation during the contract.

(b) If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

1.9 SPECIAL SAFETY REQUIREMENTS

All construction activities shall be conducted in strict compliance with the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and Occupational Safety and Health Administration regulations, as applicable. The manual is available on line at:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

1.9.1 In addition to Safety and Health Requirements Manual EM 385-1-1, and all applicable OSHA standards, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.12: Add new paragraph: Safety Engineer (1985 JAN OCE) (DAM 52.236/103):

(1) The Contractor shall employ at the project site to cover all hours of work at least one Safety and Occupational Health person to manage the Contractor's accident program. Duties which are not germane to the safety program shall not be assigned to the Safety and Health person(s). The principal safety person shall report to and work directly for the Contractor's on-site top manager, higher level official, or corporate safety office. The Safety and Health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of a Safety and Health person will not abrogate safety responsibilities of other personnel.

(2) Qualifications for Safety and Health person(s).

(A) Shall have a degree in engineering or safety in at least a four-year program from an accredited school; or

(B) Shall have legal registration as a Professional Engineer or a Certified Safety Professional and, in addition, shall have been engaged in safety and occupational health for at least one (1) year of experience, no time being credited to this one (1) year unless at least fifty (50) percent of the time each year was devoted to safety and occupational health; or

(C) Shall have a degree other than that specified in (A) above and, in addition, shall have been engaged in safety and occupational health for at least three (3) years' no time being credited to these three (3) years unless fifty (50) percent of the time each year was devoted to safety and occupational health; or

(D) In lieu of a degree, shall have been engaged in safety and occupational health for at least five (5) years, no time being credited to these (5) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health;

(E) First aid work is not a creditable experience.

(3) The name and qualifications of the nominated safety person(s) shall be furnished to the Contracting Officer for acceptability and a functional description of duties shall be provided prior to the pre-work conference.

(b) Paragraph 01.D.02, revise as follows:

- (1) Replace paragraph 01.D.02c with the following:
"c. Property damage in excess of \$2,000.00"
- (2) Add new paragraph d as follows:
"An injury resulting in a lost workday, not including the day of injury."

1.9.2 Contractor shall comply with the requirements of FAA Advisory Circular 150/5370-2E, Operational Safety on Airports During Construction. The circular is available on line at:

<http://www1.faa.gov/arp/150acs.cfm>

Contractor shall submit plans to the Contracting Officer (per paragraph 1-2 b (1) of FAA Advisory Circular 150/5370-2E) indicating how it intends to comply with the safety requirements of this project, and have available on site a copy of the project safety plan.

1.10 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1.10.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

1.10.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.10.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	
9	8	8	4	2	3	1	2	4	7	10	10	Ft Lewis

1.10.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.10.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.10.3, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled " Default (Fixed Price Construction)".

1.11 SALVAGE MATERIALS AND EQUIPMENT FOR THE GOVERNMENT (NOT USED)

1.12 COMPLIANCE WITH DAVIS-BACON ACT

1.12.1 Contractor POC

Within 14 days after award of the contract, the Contractor shall designate a point of contact (POC) within their organization who will be responsible for the Davis-Bacon Act Labor Program for the Contractor and all subcontractors under this contract as required by the Contract Clauses and FAR 52.222.

1.12.2 Responsibilities

The designated Contractor POC shall be responsible for Davis-Bacon Act Labor Program activities including, but not limited to:

- Documentation and record keeping
- Submittal and accuracy of certified payrolls
- Submittal of required labor forms including requests for additional classifications and rates, Statements and Acknowledgement, etc.
- Posting of the wage determination, approved additional classifications and rates, labor and EEO posters
- Coordination with the Contracting Officer's Labor Program POC

Prior to submittal to the Government, payrolls shall be reviewed for compliance to all applicable labor standards, to include, but not be limited to the following items: correct wage rates, correct overtime classification and pay, misclassification of workers for work actually performed, apprentice to journeyman ratios, and registration of apprentice. Corrective actions shall be taken as necessary to ensure Contractor compliance with applicable contract and FAR clauses.

1.12.3 Certification

The Contractor POC shall provide a signed certification stating the following: "I certify that the submitted items being forwarded have been reviewed in detail and are correct and in strict conformance with the Labor Standards of the contract except as otherwise stated."

PARTS 2 AND 3 NOT USED

END OF SECTION

SECTION 01005

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

1. CONDUCT OF WORK

1.1 COORDINATION AND ACCESS TO SITE

1.1.1 Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.2 Vehicle Access:

1.1.2.1 All Contractor-owned and privately-owned vehicles require an access pass/vehicle decal. This pass is obtained from the Fort Lewis Vehicle Registrar, Building 2140 (Waller Hall) by showing proof of insurance; the vehicle registration; Washington State driver's license; and a letter with original signature of prime Contractor or his superintendent stating the contract name and number, the contract period for which the pass is required, and the employee's name. See Paragraph IDENTIFICATION OF EMPLOYEES AND MILITARY REGULATIONS in SECTION 01001 for specific requirements.

1.1.2.2 Commercial vehicle access to Fort Lewis will be allowed **only** at the Logistic Center Gate (Exit 123 from I-5). The Logistics Center Gate is open for inbound commercial vehicle access and inspection from 0530 hours to 2000 hours, Monday through Friday. **All commercial vehicles will be searched.** Drivers should anticipate delays.

1.1.2.3 If the commercial vehicle is carrying a load of hot asphalt concrete for delivery or a garbage or refuse collection truck, the driver shall notify the gate guard as soon as possible and request that the vehicle be given priority for being searched; however, the Government does not guarantee that the vehicle will be given priority.

1.1.2.4 Large vehicles (needing greater than 12'-5" clearance) will require a time-stamped "searched" label to gain access to North Fort Lewis. "Searched" labels will be issued at the Logistic Center Gate. Drivers of such vehicles needing access to North Fort Lewis must declare that their vehicle is over 12'-5" in height and that they will require access to North Fort Lewis to receive a briefing on proper procedures and a "searched" label.

1.1.2.5 Commercial vehicles less than 12'-5" in height shall access North Fort Lewis **only** via the Pendleton Avenue Overpass once they are cleared through the Logistic Center Gate.

1.1.2.6 Procedures for commercial vehicle access to Fort Lewis are subject to change without prior notice.

1.1.3 When keys are required for access to facilities on this contract, they shall be obtained through the Contracting Officer.

1.1.3.1 The Contractor shall be responsible for Government-owned keys issued for access to facilities or areas pertinent to this contract.

1.1.3.2 Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the completed areas shall be returned.

1.1.3.3 Should the Contractor lose a key:

a. the Contracting Officer shall be notified, in writing, within three (3) working days after the loss is discovered and

b. should the key not be found before final acceptance, the final contract payment shall be reduced by \$100 for each key not returned.

1.1.4 Work hours in the construction area will be restricted to 7:30 a.m. to 4 p.m. daily, Monday through Friday, excluding Federal holidays. Work hours other than as specified above shall be coordinated with and approved by the Contracting Officer.

1.1.5 Contractor's workmen shall wear a Government-issued identification badge, as specified in SECTION 01001.

1.1.6 EMPLOYEE LISTING

The Contractor shall submit a completed listing, including names, company and driver's license numbers, of Contractor personnel who will be working on the project on an Excel spreadsheet. A sample spreadsheet is attached to the end of this section. This listing shall be updated as needed to ensure that the Government has been notified of any changes of Contractor Personnel in advance of new personnel engaging in work on the project. The Government will allow access only to the Contractor personnel authorized in advance and included on the employee listing.

1.2 CONSTRUCTION PHASING

Each construction phase shall be completed in sequence. Phase I shall be completed prior to commencement of construction on Phase II. Phase II shall be completed prior to commencement of construction on Phase III, etc.

1.3 UTILITY OUTAGES

Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours.

1.4 PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which he is working, except for such property as is required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration.

Scheduled Visitors to Site	Company	Date	{time}
Ft Lewis, Washington			

US Corps of Engineers, Northwest Area Office
Building 2015, 3rd Floor

[illegible]

END OF SECTION

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SECTION 01025

PAYMENT

PART 1 GENERAL

1.1 The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the items in accordance with these specifications and the applicable drawings, including surveying performed by the Contractor. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work

1.2 PAYMENT

1.2.1 ITEM 0001 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0001, All Work for Demolition and Repair of Runway Approach R-1A (Phase I), payment of which shall constitute full compensation for Item No. 0001, complete.

1.2.2 ITEM 0002 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0002, All Work for Demolition and Repair of Runway Approach R-3A (Phase I), payment of which shall constitute full compensation for Item No. 0002, complete.

1.2.3 ITEM 0003 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0003, All Work for Demolition and Repair of Taxiway T-10A East-1 (Phase I), payment of which shall constitute full compensation for Item No. 0003, complete.

1.2.4 ITEM 0004 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0004, All Work for As-Built Drawings as specified in Section 01702 from Preparation to Final Approval for Base Items and any Optional Items Exercised; payment of which shall constitute full compensation of Item No. 0004 complete. No partial or total payment will be made for this item until the as-built drawings, both marked up blue prints and electronic files are fully approved by the Government (A or B action) and all copies of approved drawings and electronic media received by the Government.

1.2.5 ITEM 0005 (OPTION ITEM)

Payment will be made at the contract lump sum price for Item No. 0005, All Work for overlay of Main Runway (Phase I), payment of which shall constitute full compensation of Item No. 0005, complete.

1.2.6 ITEM 0006 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 0006, All Work for Demolition and Repair of Taxiway I, T-10A East-2 (Phase II), payment of which shall constitute full compensation for Item No. 0006, complete.

1.2.7 ITEM 0007 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 0007, All Work for Demolition and Repair of Taxiway A, T-1A (Phase II), payment of which shall constitute full compensation for Item No. 0007, complete.

1.2.8 ITEM 0008 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 0008, All Work for Repair of Taxiway B, T-2C (Phase II), payment of which shall constitute full compensation for Item No. 0008, complete.

1.2.9 ITEM 0009 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 0009, All Work for Demolition and Repair of Taxiway F, T-6A (Phase III), payment of which shall constitute full compensation for Item No. 0009, complete.

1.2.10 ITEM 0010 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 0010, All Work for Demolition and Repair of Taxiway H, T-9A (Phase III), payment of which shall constitute full compensation for Item No. 0010, complete.

1.2.11 ITEM 0011 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 0011, All Work for Repair of OLR Ramp and Taxiways T-11B, T-12B, A-11B and A-18B (Phase IV), payment of which shall constitute full compensation for Item No. 0011, complete.

1.3 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

1.3.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

1.3.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

1.3.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

PART 2 (NOT USED)

PART 3 (NOT USED)

PROGRESS PAYMENT INVOICE

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION		2. DATE	
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)		4. CONTRACT NO.	
		5. INVOICE NO.	
6. DESCRIPTION OF WORK		7. PERIOD OF PERFORMANCE From: To:	
8. DISCOUNT TERMS			
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: () -		10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone () -	
11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that (1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract; (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and (3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.			
_____ (Signature)		_____ (Title)	
		_____ (Date)	
12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable): ____ Updated Progress Chart/Schedule ____ Progress Narrative ____ Certified Payrolls (submitted weekly) ____ Safety Exposure Report ____ Updated Submittal Register ____ Progress Photos ____ Subcontractor/Employee Listings		(FOR GOVERNMENT USE ONLY) Retainage: __% Amt.: \$ _____ Withholdings: \$ _____ Reason: _____ _____ Following items are current: As-Builts _____ Yes _____ No O & M Manuals _____ Yes _____ No 1354 Data _____ Yes _____ No Submittal Register _____ Yes _____ No	

END OF SECTION

SECTION 01035

MODIFICATION PROCEDURES

1 GENERAL

1.1 PROPOSED PROJECT MODIFICATIONS:

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE".

2 PRODUCTS (NOT USED)

3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on (3-1/2 inch) high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

- IBM-compatible PC with 200 MHz Pentium or higher processor
- 32+ MB RAM
- 4 GB hard drive disk space for sole use by the QCS system
- 3 1/2 inch high-density floppy drive
- Compact disk (CD) Reader
- Color monitor
- Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.
- Connection to the Internet, minimum 28 BPS

Software

- MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
- Word Processing software compatible with MS Word 97 or newer
- Internet browser
- The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
- Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.5 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.7 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be

summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal

transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320, PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

END OF SECTION

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SECTION 01320
PROJECT SCHEDULE

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Schedules

G Preliminary project schedule, two (2) copies.

G initial project schedule, two (2) copies
Activity No. Sort
Predecessor/successor listing
Cost Schedule
Floppy Disk with schedule data in Standard Data Exchange Format (SDEF).
Activity Code Dictionary.

FIO Periodic schedules updates, monthly updates two (2) copies.
Floppy Disks with schedule data in Standard Data Exchange Format (SDEF).
Narrative
Activity No. Sort
Cost Schedule
Cash Flow Report (S-Curve)

SD-08 Statements

Qualifications; G.

Documentation showing qualifications of personnel preparing schedule reports.

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports. This person shall have previously created and reviewed computerized schedules. Qualifications of this individual shall be submitted to the Contracting Officer for review with the Preliminary Project Schedule submission.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project should also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification including the SDEF (Standard Data Exchange Format). Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in Precedence Diagram Method (PDM)

3.3.2 Level of Detail Required

With the exception of the initial and preliminary schedule submission, the Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

3.3.2.1 Activity Durations

Contractor submissions shall be required to follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods. A rule of thumb, that the Contractor should use, is that less than 2 percent of all non-procurement activities' Original Durations shall be greater than 20 days.

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing.

3.3.2.3 Government Activities

Government and other agencies activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and notice to proceed for phasing requirements.

3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, (at the lowest tier), Contractor work force, or Government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.8 Phase of Work

All activities shall be identified in project schedule by phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.9 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited , to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.10 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.2.11 Critical Activities

The following activities shall be listed as separate line activities on a Contractor's project schedule:

- Submission and approval of mechanical/electric layout drawings
- Submission and approval of O&M manuals
- Submission and approval of as-built drawings
- Submission and approval of 1354 data and installed equipment lists
- Submission and approval of testing and air balance (TAB) firm
- Submission of TAB specialist design review report
- Submission and approval of fire protection specialist
- Submission and approval of testing and balancing and HVAC commissioning plans and data
- Air and water balance dates
- HVAC commissioning dates
- Controls testing plan
- Controls testing
- Performance Verification testing
- Other systems testing, if required
- Prefinal inspection
- Correction of punchlist from prefinal inspection
- Final inspection

3.3.3 Scheduled Project Completion

The schedule interval shall extend from notice-to-proceed to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date that the Notice to Proceed (NTP) was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have: a "ES" constraint, a constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity call "End Project". The "End Project" activity shall have: a "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted at every project schedule update period to assist the Contracting Officer to evaluate the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in progress or completed activity and ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) shall be allowed only by the case-by-case approval of the Contracting Officer. The Contracting Officer may direct that changes in schedule logic be made to correct any or all out-of-sequence work.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 10 calendar days after Notice to Proceed is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after Notice to Proceed.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after Notice to Proceed. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer or to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative, is necessary for verifying the contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall submit, with the Initial Project Schedule, a coding scheme that shall be used throughout the project for all activity codes contained in the schedule. The coding scheme submitted shall list the values for each activity code category and translate those values into project specific designations. For example, a Responsibility Code Value, "ELE", may be identified as "Electrical Subcontractor." Activity code values shall represent the same information throughout the duration of the contract. Once approved with the Initial Project Schedule submission, changes to the activity coding scheme must be approved by the Contracting Officer.

3.5 SUBMISSION REQUIREMENTS

The as noted in paragraph 1.1 items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 89 mm (3.5 inch) disks, formatted to hold 1.44 MB of data.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the version used to prepare the C.P.M.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the critical path, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in-progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number. For completed activities the Actual Start Date shall be used as the secondary sort.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the Notice to Proceed until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), Earnings to Date.

3.5.4.5 Cash Flow Report

A report showing scheduled cost of work-in-place by week (tabular report) and a cash flow curve by week (S-curve plot), both based on early dates.

3.5.5 Network Diagram

The time scaled network diagram shall be required on the initial schedule submission and on quarterly update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves shall be provided showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on-site meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost to Date shall be subject to the approval of the Contracting Officer. The following minimum set of items which the Contractor shall address, on an activity by activity basis, during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed activities.

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations must be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment shall be based on earnings for each in-progress or completed activity. Payment for individual activities shall not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to Notice to Proceed on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities are those delays beyond the Contractors control such as strikes and unusual weather. Also included are delays encountered due to submittals, Government Activities, deliveries or work stoppage which makes re-planning the work necessary, and when the schedule does not represent the actual prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, he shall furnish such justification, project schedule data and supporting evidence as the Contracting Officer may deem necessary for a determination as to whether or not the Contractor is entitled

to an extension of time under the provisions of the contract. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension, shall be based upon the project schedule updates in effect for the time period in question and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, shall not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under two weeks based upon the most recent schedule update at the time of the Notice to Proceed or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any request for time extension for over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If Notice to Proceed (NTP) is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until the Contractor submits revisions, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, then the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor will continue to

update their schedule with the Contracting Officer's revisions until a mutual agreement in the revisions may be made. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

3.10 NAS DATA

The Contractor shall provide the Government with the means to electronically transfer all required NAS data into the Resident Management System (RMS) program using the Standard Data Exchange Format (SDEF). The Contractor may use network analysis software different from that used by the Contracting Officer in the Resident Office, however, the Contractor shall also furnish the following:

NAS data that complies with the Standard Data Exchange Format (SDEF). This is a standard ASCII format for exchanging scheduling data and is compatible with our resident management system. Many software developers provide the capability to convert and export schedule data to the SDEF at no additional cost. The SDEF specifications are in a separate publication, available from the Internet <http://www.usace.army.mil/search.html> - Publications.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

1 GENERAL

1.1 CONTROL AND SCHEDULING OF SUBMITTALS

1.1.1 Submittal Coordination Meeting

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR and provide and further develop an approved preliminary submittal register, ENG Form 4288. During the meeting all required items will be identified and grouped into three categories:

- Government Approved (G)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

- Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within 40 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register.

1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the COR at least every 30 days in the quantity specified.

1.2 SUBMITTAL TYPES

Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

Statements

A document, required of the Contractor, or through the Contractor from a subcontractor, supplier, installer, or manufacturer to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other quality verifications.

Reports

Reports of inspections or tests, including analyses and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer that a product, system or material meets specified requirements. The statement must be dated after the award of this contract and state the Contractor's name and address, project and location, and list specific requirements which are being certified.

Samples

Fabricated and/or unfabricated physical examples of materials, products, and/or units of work as complete units or as portions of units.

Records

Documentation to record compliance with technical or administrative requirements.

Operation and Maintenance Manuals

Data which forms a part of an operation and maintenance manual.

Submittals required by the Contract Clauses and other non-technical parts of the contract are not necessarily included in this section. These type of submittals can be added to the register before or during the submittal coordination meeting.

1.3 APPROVED SUBMITTALS

The approval of submittals by the COR shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist. The Contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the COR and promptly furnish a corrected submittal in the format and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, written notice, as required under the Contract Clause entitled "Changes," shall be given to the COR.

1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

2 PRODUCTS (NOT APPLICABLE)

3 EXECUTION

3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams; operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts lists; certifications;

warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Government-approval submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

An electronic copy of the submittal register - ENG Form 4288 – for Divisions 1 through 16 is attached at the end of this Section. A hard copy shall be further developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be created by annotating this Form 4288. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled "Item No." and all data under "Contractor Schedule Dates" and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column "Item No." are to be assigned sequentially starting with "1" for each specification section. DO NOT preassign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, other than those submittals referenced in Paragraph 3.9: Field Test Reports, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the "Remarks" column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

Transmittal Form 4025 (sample at end of this section) shall be used for submitting both Government-approval and information-only submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Electronic generated 4025 forms shall be printed on carbonless paper and be a reasonable facsimile of the original 4025. If electronic forms are not used, the original 4025 forms shall be used (do not photo copy) and will be furnished by the COR. These forms shall be filled in completely prior to submittal. Special care shall be exercised to ensure proper listing of the specification

paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor shall record the "transmittal numbers" assigned when submitting items in column "Transmittal No." of the ENG FORM 4288. The item numbers in column "Item No." of submittal register shall correspond to the item numbers on ENG Form 4025.

3.6 SUBMITTAL PROCEDURE

3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the "Remarks" column. Submit a complete collated "reviewers copy" with one 4025 form and attachments (not originals). The remaining copies (4 for Government-approval, 2 for information-only) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

3.6.2 Approval of Submittals by the Contractor

Before submittal to the COR, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. The Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for COR's use. Approval by the Contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as G, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

3.6.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3 by 4 inch clear area adjacent. The title block shall contain the subcontractor's or fabricator's name, contract number, description of item(s), bid item number, and a revision block. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2

inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

3.6.4.1 Submittals Containing Drawings Larger than 11 inch by 17 inch

For Government-approval submittals containing drawings larger than 11 inch by 17 inch, one reproducible and one blue line copy will be required to be submitted with five copies of the ENG Form 4025. The marked-up reproducible (and/or any review comments contained on the page-size comment sheet(s) at the Government's option) will be returned to the Contractor upon review. The Contractor shall provide three copies of blue line drawings (generated from the reviewed reproducible) to the Government within 10 days of Contractor's receipt of the reviewed reproducible. The Contractor shall not incorporate approved work into the project until the Government has received the three blue line copies. The Contractor shall use the marked-up reproducible to make any additional copies as needed. For information-only submittals, one reproducible and two blue line copies shall be submitted with the appropriate number of copies of ENG Form 4025.

3.6.5 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except that the 75 mm by 100 mm (3 inch by 4 inch) clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated by arrow or highlighted.

3.7 SAMPLES REQUIRING LABORATORY ANALYSIS

See Section 01451 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing.

3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

3.9 FIELD TEST REPORTS

Routine tests such as soil density, concrete deliveries, repetitive pressure testing shall be delivered to the QAR with the daily Quality Control reports. See SECTION: 01451 CONTRACTOR QUALITY CONTROL.

3.10 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.11 GOVERNMENT APPROVED SUBMITTALS (G)

The Contractor shall submit 5 copies of G submittals with 5 corresponding 4025 forms. Upon completion of G submittal review, copies as specified below will be marked with an action code, dated, and returned to the Contractor. See "Drawings" above for special instructions if drawings larger than size A3 (11 inch by 17 inch) are used.

3.11.1 Processing of G Submittals

Submittals will be reviewed and processed as follows:

- a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the Contractor. No resubmittal required.
- b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the Contractor for correction. No resubmittal required.
- c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and two copies returned to the Contractor for correction. Resubmittal of only those items needing correction required.
- d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.
- e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the "parent" by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

3.12 INFORMATION ONLY SUBMITTALS

The Contractor shall submit three copies of data and four copies of ENG Form 4025. Information-only submittals will not be returned. Government approval is not required on

information-only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.12.1 Processing of Information-Only Submittals

Information-only submittals shall be submitted prior to delivery of the material or equipment to the job site. ENG Form 4025 shall be marked with the words "contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for Government-approval submittals. Resubmittal of nonconforming information-only submittals shall be reclassified Government-approval and shall be in five copies.

3.13 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR:
CONTRACT NUMBER
TRANSMITTAL NUMBER _____
ITEM NUMBER _____
SPECIFICATION SECTION _____
PARAGRAPH NUMBER _____
_____ APPROVED AS SUBMITTED
_____ APPROVED WITH CORRECTIONS AS NOTED
SIGNATURE: _____
TITLE:
DATE

CONTRACTORS REVIEW STAMP
MAXIMUM SIZE:
3 INCHES BY 3 INCHES

01330 - 10

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A --	Approved as submitted.	E --	Disapproved (See attached).
B --	Approved, except as noted on drawings.	F --	Receipt acknowledged.
C --	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX --	Receipt acknowledged, does not comply as noted with contract requirements.
D --	Will be returned by separate correspondence.	G --	Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

SUBMITTAL REGISTER																				CONTRACT NUMBER			
(ER 415-1-10)																							
TITLE AND LOCATION															CONTRACTOR					SPECIFICATION SECTION			
Repair Gray Army Airfield Runway and Taxiways, Ft. Lewis, Wa.																				01001,01061,01270,01312,01320			
TRANS MITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSI FICATION	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
				DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE		INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	
			SECTION 01001																				
		1.2	Network Analysis System	X					X					X									
			SECTION 01410																				
		1.7	Environ. Protection Plan					X						X									
		1.7	Haz materials Inventory Plan	X									X										
		1.7	Materials Safety Data Sheets	X									X										
		1.7	Haz. Waste Profile Sheets	X									X										
		1.7	Haz. Waste Accumulation Log	X									X										
		1.7	Haz. Waste Manifest	X									X										
		1.7	Contingency Plan						X				X										
		1.7	Record of Required Traomomg					X					X										
		1.7	Initial Inventory & MSDS					X					X										
		1.7	Haz Waste Profile Sheet						X				X										
		1.7	NOI for Storm Wtr. Discharge					X					X										
			SECTION 01312																				
		1.6	Data Updates	X									X										
		1.6.3	Data Diskette or CD Rom	X									X										
		1.6.3.1	Daily QC Report						X				X										
		1.6.3.1	Signed Cy. Of Daily CQC Rpt.	X									X										

SUBMITTAL REGISTER																				CONTRACT NUMBER			
(ER 415-1-10)																							
TITLE AND LOCATION															CONTRACTOR					SPECIFICATION SECTION			
Repair Gray Army Airfield Runway and Taxiways, Ft. Lewis, Wa.																				01330, 01501, 02220, 02300, 02315, 02316			
TRANS MITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSI FICATION	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
				DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE		INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	
			SECTION 01320																				
		3.4	Prelim. Project Schedule				X							X									
		1.1/3.4.2	Initial Project Schedule				X							X									
		1.1/3.4.3	Periodic Schedules Updates				X						X										
		1.1	Qualifications					X						X									
			SECTION 01025																				
		1.3	Progress Payment Invoice					X					X										
													X										
													X										
			SECTION 01501																				
		1.3.3	Temp. Power Connections		X								X										
		1.7	House Cleaning & Cleanup Plant				X						X										
			SECTION 02220																				
		1.3	Work Plan	X									X										
		1.3	Demolition Plan						X				X										
		1.3	Notifications						X				X										
		1.3	Demo. & Renovation Forms						X				X										
			SECTION 02748																				
		1.2	Waybills & Delivery Tickets	X									X										
		1.2	Sampling and Testing	X				X					X										

SUBMITTAL REGISTER																					CONTRACT NUMBER				
(ER 415-1-10)																									
TITLE AND LOCATION														CONTRACTOR							SPECIFICATION SECTION				
Repair Gray Army Airfield and Taxiways, Ft. Lewis, Wa.																									
TRANS MITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSI FICATION			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
				DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE	
			SECTION 02748																						
		1.3	Mix Design	X										X											
		1.3	Contractor Quality Control	X										X											
		1.3	Asphalt Cement Binder								X	X		X											
		1.3	Aggregates							X		X		X											
		1.3	QC Monitoring							X				X											
		1.3	Testing Laboratory								X			X											
			SECTION 02754																						
		1.6	Equipment	X										X											
		1.3	Paving	X										X											
		1.3	Mixture Proportions	X										X											
			SECTION 02760																						
		1.3	Manufacturer's Recommend.	X										X											
		1.3	Equipment	X										X											
		1.3	Materials									X		X											

ENG FORM 4288, MAY 91

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01330. Page 4

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SECTION 01410

ENVIRONMENTAL PROTECTION

1 GENERAL REQUIREMENTS

- 1.1 The contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, and erosion from stormwater, as well as pollutants.

1.2 ABBREVIATIONS AND ACRONYMS

BACT	Best Available Control Technology
BMP	Best Management Practice
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
DOT	Department of Transportation
ECMD	Engineering & Contract Management Division
ECO	Environmental Compliance Officer
ENRD	Environmental and Natural Resources Division
EPA	Environmental Protection Agency
HM	Hazardous Material
HMTA	Hazardous Materials Transportation Act
HW	Hazardous Waste
HWT	Hazardous Waste Technician
HWMS	Hazardous Waste Management Section

ISCP	Installation Spill Contingency Plan
MSDS	Material Safety Data Sheets
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NOI	Notice of Intent
OSHA	Occupational Safety and Health Act
PCS	Petroleum Contaminated Soil
PPE	Personnel Protective Equipment
PW	Public Works
PSCA	Puget Sound Clean Air Agency
RUL	Restricted Use List
SPCCP	Spill Prevention, Control and Countermeasures Plan
TPCHD	Tacoma Pierce County Health Department
WAC	Washington Administrative Code
WHPA	Well Head Protection Area
WISHA	Washington Industrial Safety and Health Act

1.3 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications.

1.4 SUBCONTRACTORS

The contractor shall ensure compliance with this section by all subcontractors.

1.5 LAWS AND REGULATIONS

The Contractor shall comply with all applicable Federal, State, and Local environmental, natural and cultural resources, and historic preservation laws and regulations. Specific attention is directed to Fort Lewis Regulation No. 200-1 "Environmental Protection and Enhancement". These specifications supplement these laws and regulations.

1.6 COORDINATION

The Environmental and Natural Resources Division (ENRD) of PW coordinates most environmental concerns at Fort Lewis and its sub-installations. Division, Roads and Sanitation Branch of PW Coordination of solid waste, drinking water, and stormwater matters shall be done with production. The Contractor shall make contact with them through PW, Engineering & Contract Management Division.

1.7 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES.

The following is a summary of required submittals. Complete details and schedules are described in the rest of the section.

Environmental Protection Plan, G

The Contractor shall submit an environmental protection plan within 15 days after receipt of the notice to proceed. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include, but not be limited to, the following:

- a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
- b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the environmental protection plan.
- d. Location of the permitted solid waste disposal facility to be used.
- e. Drawings showing locations of any proposed temporary material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.

h. Applicable environmental training (both formal and on the job) the Contractor's personnel have received prior to the construction period.

i. Hazardous Materials and Hazardous Wastes, FIO

Hazardous Materials Inventory Form (Initial and ongoing)
Material Safety Data Sheets (MSDS)
Hazardous Waste Profile Sheets
Hazardous Waste Accumulation Log
Hazardous Waste Manifest

2 PRODUCTS (Not Used)

3 EXECUTION

3.1 WORK AREA LIMITS

The Contractor shall confine all activities to areas defined by the design drawings and specifications. Prior to any construction, the Contractor shall mark the areas that will not be disturbed under this contract. Isolated areas within the general work area, which are to be saved and protected, shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.1.1 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer or their representative. Temporary movement or relocation of Contractor facilities shall be made only when approved by the Contracting Officer or their representative.

3.2 MANAGEMENT OF HAZARDOUS MATERIALS AND HAZARDOUS WASTE

3.2.1 GENERAL

3.2.1.1 Definitions

a. Hazardous material (HM): A useful product that requires special management because it has hazardous characteristics (ignitability, corrosivity, reactivity, or toxicity) that could pose dangers to human health or the environment. A HM becomes a Hazardous Waste when it can no longer be used for its intended purpose.

b. Hazardous waste (HW): A discarded material with properties that could pose dangers to human health or the environment. A HW either exhibits a hazardous characteristic (ignitability, corrosivity, reactivity, or toxicity) or is specifically listed as a HW by the EPA or by the State.

c. Material Safety Data Sheet (MSDS): A document containing information that manufacturers are required by law to provide on all products they manufacture and sell. The MSDS is useful in evaluating the product to determine if it has hazardous constituents and the type of medical treatment in case of an accident.

3.2.1.2 Hazardous Waste Management Section (HWMS)

The Contractor shall contact the HWMS at (253) 967-4786 with any questions pertaining to the storage, use, and disposal of Hazardous Materials and/or Hazardous Waste during the execution of this contract.

3.2.1.3 Restricted Use Materials

Certain chemicals are restricted from use on Fort Lewis. These chemicals are listed on the Restricted Use List (RUL). The RUL is maintained by the PW Environmental and Natural Resources Division (ENRD) and is updated semi-annually. A print out and/or an electronic copy of the entire RUL is available from ENRD, Building 1210. The Contractor shall receive authorization from the Contracting Officer or their representative prior to using any product that contains chemicals listed on the RUL. Only materials necessary for and associated with the execution of this Contract will be allowed on Government property.

3.2.1.4 Contingency Planning and Spill Response

The Contractor shall comply with the provisions of the Fort Lewis Spill Prevention, Control and Countermeasures Plan (SPCCP) and the Installation Spill Contingency Plan (ISCP). The PW ENRD maintains these plans. The Contractor shall also maintain on site a written contingency plan for HW accumulation and HM storage areas if the work associated with this contract generates HW or require storage of HM.

3.2.1.5 Transportation of HM and HW

The Contractor shall comply with all Department of Transportation (DOT) requirements associated with HM/HW, including proper container marking/labeling and vehicle placarding when transporting HM/HW on or off the installation. The Contractor shall obtain Government approval prior to removal of any HW from the installation. Removal shall only be done by an authorized HW transporter having an EPA Identification Number and with the HW recorded on a Uniform Hazardous Waste Manifest (EPA Form 8700-22).

3.2.1.6 HM/HW Personnel and Training Requirements

The Contractor shall appoint an Environmental Compliance Officer (ECO) and a Hazardous Waste Technician (HWT) in writing, if the work associated with this contract causes the Contractor to generate, store, or handle HM/HW. The ECO/HWT shall be responsible for insuring the requirements of this specification are met.

The Contractor shall ensure that all personnel are trained in accordance with Washington Department of Ecology regulations before being assigned to any position handling HW/HM. This training shall include, but not be limited to:

- a. Hazardous Materials Use, Storage and Disposal Training Course for ECOs/HWTs. The 8 hour course is available weekly from the Fort Lewis ENRD Hazardous Waste Management Section (HWMS) and shall be taken prior to the Contractor generating, storing, or handling HM or HW on the installation. The Contractor shall contact the HWMS to schedule attendance.
- b. First Responder Awareness Level as specified in the ISCP.
- c. Quarterly contingency plan review and rehearsal.
- d. Hazard Communication training as stated in paragraph 3.2.2.5.

The Contractor shall maintain a record of all required training, and the date conducted, for each individual requiring training and shall make this record available to the Government at all times during the execution of this contract.

3.2.2 HAZARDOUS MATERIALS

3.2.2.1 Notification

The Contractor shall provide an initial inventory and MSDS copies for all HM to be used during the execution of this contract, to the PW, Engineering & Contract Management Division. The inventory shall include the type of HM, proposed storage location and quantity to be stored and shall be provided before bringing any HM onto the installation. The Contractor shall use the Hazardous Material Inventory form (HFL Form 953-Enclosure No. 1) or a contractor-generated form providing the same information. An electronic version of the Hazardous Material Inventory form is available from the PW ENRD in Building 1210.

3.2.2.2 Storage Facilities

Facilities shall meet all fire code requirements and provide adequate ventilation, containment, and protection from the elements. Provide warning signs, limit access to the facility, and lock it when it is unattended. Only HM shall be stored in the facility. Contractor vehicles are not considered a proper storage facility. No HM shall be stored in vehicles overnight or for any length of time.

3.2.2.3 Storage and Use

The Contractor shall store HM according to product labels and MSDS requirements. Non-compatible materials shall not be stored together. All containers shall be properly labeled as to contents and kept in good condition with tight fitting lids. Unopened containers shall be segregated from opened containers. Personal protective equipment (PPE) required by the MSDS or product label shall be available and worn by all personnel who handle the product.

3.2.2.4 Inspections, Record Keeping and Reporting

The Contractor shall perform weekly inspections of their HM storage facilities utilizing the HM Inspection Checklist (HFL Form 951-Enclosure No. 2). A current inventory of the HM storage facility shall be maintained on site and a copy forwarded to PW, Engineering & Contract Management Division quarterly using the Hazardous Material Inventory form. Additionally, a

current MSDS for each product used or stored shall be present and on file at the site where the product is used or stored.

3.2.2.5 Hazard Communication Program

The Contractor shall have a written Hazard Communication program, which explains how personnel are informed and trained concerning HM in the workplace as required by Federal, state and Fort Lewis regulations. The written program shall be located at a hazard communication station that is accessible to all Contractor personnel and shall contain the following sections:

- a. A current inventory of HM, who is responsible for classifying a product as a HM, and how the inventory is updated.
- b. Labels and other forms of warning: This section shall describe the procedure for insuring that each HM container is clearly labeled and has the appropriate warnings. The section also states who is responsible for labeling requirements and how label information is updated.
- c. MSDS file: The location of the MSDS file, who maintains the file, and how personnel may access the file, shall be described. This section shall also describe what is done when a product is received without the MSDS and how the MSDS file is updated.
- d. Personnel training and information: This section shall describe initial and refresher training provided to personnel concerning the hazards of the HM in the workplace, the training provided, and who conducts the training.
- e. Information to non-Contractor personnel: This section shall describe how non-Contractor personnel are informed about possible hazards, where MSDS copies can be obtained, and what PPE is required in the workplace.

3.2.3 HAZARDOUS WASTE

3.2.3.1 Identification

The Contractor shall identify all HW generated during the execution of this contract. The Contractor shall completely characterize the waste stream to identify the waste constituents. Each waste stream identity shall be recorded on a Hazardous Waste Profile Sheet (HWPS) and submitted to PW, Engineering & Contract Management Division for approval prior to waste generation. Profile sheets are available from the HWMS or Contractor generated equivalent sheets may be used. The Contractor is responsible for any costs associated with laboratory analysis to verify the waste stream identity if it is not obviously evident.

3.2.3.2 Accumulation

HW shall be accumulated in waste-compatible, sturdy, leak-proof, closed containers that are Department of Transportation (DOT) approved. If the waste is to be disposed of on Fort Lewis, the Contractor shall accumulate wastes only in Government issued HW containers. The Contractor shall contact the HWMS, phone (253) 967-4786 for drums at Fort Lewis. At

YTC, contact the Directorate of Environmental and Natural Resources, phone (509) 577-3402. At VCB contact the ECO, phone (360) 694-5538.

Each HW container shall be clearly labeled with the words HAZARDOUS WASTE, a description of the waste, and the hazard associated description or label. Any container issued by the HWMS at Fort Lewis shall have a Bar-coded label that contains all necessary labeling information. This label can be obtained by contacting the HWMS.

3.2.3.3 Container Management

HW shall be handled in a manner that prevents leaks, spills, fires, and explosions. Container tops and/or bungs shall be serviceable and tightly installed (wrench tight) at all times except when adding material to the container (material should not spill if the container tips over). Containers shall be properly grounded when transferring flammable materials. Containers holding flammable liquids (flash point less than 140 degrees F) shall be grounded. Reactive and ignitable waste containers shall be stored in a manner compatible with NFPA Fire Code requirements. Incompatible wastes shall not be accumulated in the same container or in the same area.

The container accumulation area shall be 50 feet from any other occupied building, shall have overhead cover, and shall be capable of being secured. Access to the area shall be restricted to trained personnel who need to be in and use the area. The site shall be locked when not in use. The container accumulation area shall have a secondary containment system capable of collecting and holding spills and leaks. It shall be sized to hold 110% of the volume of the largest container. A minimum of thirty inches of aisle space shall be maintained between container rows. Container markings and labels shall be clearly visible.

3.2.3.4 Inspection, Record Keeping and Reporting

The Contractor shall inspect each accumulation point weekly, utilizing the attached Hazardous Waste Accumulation Areas checklist, (HFL Form 950-Enclosure No. 3) to verify compliance with the above requirements. The checklist shall be available on site for inspection.

3.2.3.5 Transportation and Disposal

The Contractor shall be responsible for the transportation and disposal off site of all HW generated from the execution of this contract, unless stated otherwise in this specification.

The Contractor or his representative, who provides services that generate, prepare for shipment or transports hazardous waste or provides hazardous waste clean-up/disposal services, shall be responsible for preparing EPA Form 8700-22, Uniform Hazardous Waste Manifest, for the state to which the material is being transported. The Contractor shall comply with all manifest and record keeping and reporting requirements. Specific manifesting procedures include:

- a. The Uniform Hazardous Waste Manifest will only be signed by personnel in the HWMS at Building 1210 on Fort Lewis.

- b. The Contractor shall provide a copy of the Uniform Hazardous Waste Manifest and supporting documentation (i.e., waste profile and land ban as appropriate) no less than 72 hours in advance of the proposed transporter pick up date.
- c. The Contractor shall coordinate and schedule transportation pick up dates and times by contacting the HWMS at (253) 967-4786 or 3268. This will ensure qualified individuals are available for the certification/signature of the manifest and other related documentation. A waste profile (land ban when required) must accompany the manifest to verify description of material being transported.

The Contractor shall be responsible for verifying that the shipment is properly identified (profiled), packaged, marked, labeled, and not leaking. The Contractor shall apply appropriate placards to his vehicle while transporting hazardous materials/waste.

The Contractor shall ensure that the transporter and disposal facility have a valid Environmental Protection Agency identification number for the applicable hazardous waste services, i.e., transportation, treatment, storage, or disposal. The Contractor shall ensure that the transporter drivers have current DOT combination licenses. The Contractor shall ensure that the carrier has instructed and trained personnel concerning the applicable Hazardous Materials Transportation Act (HMTA) regulations relevant to their job functions.

The Contractor or his representatives shall take appropriate action (including cleanup) in the event of a release/spill. If a release/spill occurs on Fort Lewis the Contractor shall immediately notify the Fort Lewis Fire Department (Dial 911). Secondary notification shall be made to (253) 967-4786 or 3268.

The Contractor shall ensure the transporter and disposal facility has liability insurance in effect for claims arising out of death or bodily injury and property damage from hazardous material/waste transport, treatment, storage, and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00, as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage.

3.2.3.6 Hazardous Waste Turn-In

The Contractor shall coordinate turn-in of small quantities of Hazardous Waste. Only HW generated on site as a result of the Contractor's execution of this contract will be accepted. At Fort Lewis, coordination for turn-in shall be made with the HWMS, phone (253) 967-4786.

Containers shall be turned in no later than 90 days after the accumulation start date (earlier if full). All HW that is turned in must be properly identified and characterized, contained, marked/labeled, and (if turned in from a site outside Fort Lewis) manifested. The HWMS will provide assistance to the Contractor. This assistance does not free the Contractor from the responsibility of insuring that the waste is identified and managed in accordance with all of the above requirements so that it is acceptable for turn-in. The following procedures shall be followed:

- a. Identify the HW. The HW should be one of the waste streams that the activity is permitted to generate and for which a HWPS has been submitted. HM that has become HW shall require the name of the product, the MSDS, the stock number if known, and manufacturer if known, or a completed waste profile analysis.

- b. List the type, size, and number of containers, or items (e.g., PCB transformers).
- c. Prepare the HW container(s) for turn-in as directed by the HWMS representative. If the container is closed, the HWMS representative may require the Contractor to open the container(s) to verify proper identification of the HW (not applicable to original, factory-sealed containers).
- d. Provide certification as to HW identity and container compliance with appropriate regulations. The Contractor's ECO shall sign the certificate.

3.3 POLYCHLORINATED BIPHENYLS (PCB)

3.3.1 Transformers

The Contractor shall notify PW, Engineering & Contract Management Division on the day that any electrical transformer is delivered to Fort Lewis. All transformers brought on to Fort Lewis that are fluid filled must contain less than two parts/million (ppm) PCBs and be accompanied by a letter from the manufacturer that indicates that the level of PCBs in the transformer is below two ppm. Copies of all PCB letters and nameplate information shall be provided to PW, Engineering & Contract Management Division.

3.3.2 Light Ballasts

All light ballasts removed which are marked, as non-PCB must be disposed of in accordance with Fort Lewis waste designations. This designation can be obtained from the HWMS.

3.4 LEAD PAINT – NOT USED

3.5 ASBESTOS – NOT USED

3.6 Radiation Safety

All aspects of the job relating to radiation safety, including transportation, use, storage or handling must be addressed by the Contractor through PW, Engineering & Contract Management Division to the Installation Radiation Safety Officer, Installation Safety Office, Building 6069, Fort Lewis, WA, phone: (253) 967-3079/6764.

3.7 UNDERGROUND STORAGE TANKS (USTs) AND PETROLEUM CONTAMINATED SOIL(PCS) – NOT USED

3.8 DISPOSAL OF SOLID WASTE

3.8.1 General

The Contractor shall be responsible for the disposal off site of all refuse generated in the course of performance of this contract, to include containers, transport, handling, and dumping fees. All solid wastes shall be placed in containers that are emptied on a regular schedule. The Contractor will not be permitted to deposit refuse in existing garbage cans or

refuse dumpsters. No burning of refuse is allowed. All vehicle loads of waste being transported shall be adequately secured to prevent spillage.

3.9 PROTECTION OF LAND RESOURCES

Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer or their representative. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized.

3.9.1 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.9.2 Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated on the design drawings and specifications. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the Contracting Officer or their representative.

3.9.3 Disturbed Areas

The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

- a. Retardation and control of runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.
- b. Erosion and sedimentation control devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as indicated on the drawings. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.
- c. Sediment basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basins in accordance with the drawings.

The basins shall accommodate the runoff of a local 5 year, 24 hour storm. After each storm, the basins shall be pumped dry and accumulated sediment shall be removed to maintain

basin effectiveness. Overflow shall be controlled by paved weirs or by vertical overflow pipes. The collected topsoil sediment shall be reused for fill on the construction site, and/or stockpiled for use at another site. The Contractor shall institute effluent quality monitoring programs as required by State and local environmental agencies.

3.9.4 Tree Protection

The Contractor shall exercise care when excavating trenches in the vicinity of trees. Where roots are two inches in diameter or greater, the trench shall be excavated by hand or tunneled. When large roots are exposed, they shall be wrapped with heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than two inches in diameter shall have the sides hand trimmed, making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

3.9.5 Trees Removed During Construction

The Contractor shall be responsible for disposal off site of all waste materials generated in the course of the performance of this contract, to include containers, transport, handling, and dumping fees.

3.9.6 Restoration of Landscape Damage

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored by the Contractor to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. All vegetation that was removed or damaged consisting of native species shall be replaced with native species. If the area had been previously landscaped with non-native species then similar plants shall be used for replacement. Landscaping shall be maintained for a minimum of 60 days after planting, to include irrigation. The Contractor shall coordinate with ENRD prior to planting any non-native species.

Trees shall be replaced in kind with a minimum 4-inch caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; the Contracting Officer or their representative shall approve size. All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

3.10 PROTECTION OF WATER RESOURCES

3.10.1 General

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction shall be the Contractor's responsibility. The Contractor shall monitor all water areas affected by construction activities. The Contractor shall observe all prescribed setbacks from streams and wetlands as specified in FL REG 200-1.

3.10.2 Washing and Curing Water

Stormwaters from sites less than 5 acres, directly derived from construction activities shall not be allowed to enter water areas. Stormwaters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates to separate pollutants from the water. Analysis shall be performed and results reviewed and approved before water in retention ponds is discharged.

3.10.3 Cofferdam and Diversion Operations – Not Used

3.10.4 Stream Crossings – Not Used

3.10.5 Fish and Wildlife

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. The Contractor prior to beginning of construction operations shall list species that require specific attention along with measures for their protection.

3.10.6 Wellhead Protection Areas

Particular care shall be taken to prevent the introduction of any contaminant to the surface in a designated Wellhead Protection Area (WPA). Certain activities that may pose a danger to groundwater resources are prohibited within WPAs.

3.10.7 Construction Stormwater Permit

The National Pollutant Discharge Elimination System (NPDES), requires general permits, a notice of intent, and a notice of discontinuation for construction sites greater than 1 acre discharging stormwater to any waters of the United States. The Contractor shall file a Notice of Intent with the EPA for coverage under the EPA's general permit for storm water discharges from construction activities. A copy of the NOI shall be submitted to PW, Engineering & Contract Management Division. The Contractor shall be responsible for compliance with the terms of the permit, including the development of a storm water pollution prevention plan.

3.11 PROTECTION OF AIR RESOURCES

3.11.1 General

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times. The Contractor shall not conceal or mask the emission of an air pollutant which violates air pollution regulations or causes a detriment to the health, safety, or welfare of any person.

An air pollution source shall not emit air pollutants in such quantities and of such characteristics and duration which are likely to be injurious to human health, plant or animal life, property, or which unreasonably interfere with enjoyment of life and property.

3.11.2 Fugitive Dust

Fugitive dust created as a result of construction activities shall be controlled with the BACT such as spraying with water. Contractor vehicles shall not enter public roadways with deposits of mud, dirt, or other debris or unsecured loads. Fugitive dust shall not be emitted from air pollution generating equipment such as boilers and incinerators.

3.11.3 Painting Operations

Spray painting shall not be conducted except inside a paint booth, which utilizes a dry filter system and is approved by ENRD for use. This requirement does not apply to the use of hand-held aerosol cans, coating of buildings and similar type structures, and painting of other items which ENRD deems can not be sprayed in a paint booth.

3.11.4 Burning Natural Vegetation

All cantonment areas, housing areas and all of North Fort are designated as no burn areas. A burning permit is required for burning natural vegetation in all other areas on Fort Lewis. Burning permits may be obtained from the PW Forestry Section. A copy of the permit shall be submitted to PW, Engineering & Contract Management Division.

3.11.5 Notice of Construction Permits

The Contractor shall be responsible for obtaining any necessary Puget Sound Clean Air Agency "Notice of Construction" permits for the construction/installation of new air emission sources provided under this project. The Contractor is responsible for the associated fees.

The following process shall be followed when filing a Notice of Construction and Application for Approval. The Contractor shall complete the application including the Environmental Checklist (the proper forms can be obtained from the Puget Sound Clean Air Agency (PSCAA)). The Contractor shall then submit the application and a cashier's check addressed to PSCAA for the associated plan examination fee to PW, Contract & Engineering Management Division. The application and check are to be submitted in a sealed envelope clearly marked with PSCAA Notice of Construction Application and Associated Fee. The Government will review the application. If it is complete and accurate, the Application will be submitted by the Government to PSCAA with the check. If it is not complete or accurate, the Contractor will be requested to submit a revised Application. The Contractor shall allow 30 days for review and submission by the Government. After submission, the Contractor shall allow 75 days for review, negotiation, and approval by PSAPCA. This process time line applies to standard projects. If the project is a major air pollution source, which requires other environmental documentation and public comment, the process time should be adjusted accordingly.

The Contractor is responsible for assuring all the standards/limits included in the Order of Approval to the Notice of Construction and Application for Approval are implemented or met. This includes developing an Operations and Maintenance plan to assure compliance with all environmental requirements and any testing of the air pollution source, the control equipment, or the monitoring equipment required by the Order of Approval or other regulatory requirement (this may be a supplement to any O&M manuals required elsewhere in the technical specifications).

The address on the Notice of Construction and Application for Approval for the property owner as well as the applicant should be PUBLIC WORKS, ATTN: AFZH-PWE, MS 17E, BOX 339500, FORT LEWIS, WA, 98433-9500.

3.11.6 Best Available Control Technology (BACT)

The Contractor shall utilize the BACT as determined by the regulatory authority on all air pollution sources. The Contracting Officer or their representative shall be notified for resolution if this requires a change in the design.

3.12 PRESERVATION OF HISTORICAL, CULTURAL, AND ARCHEOLOGICAL RESOURCES

If, during construction activities, the Contractor observes items that might have historical or archeological significance, the Contractor shall immediately contact the Contracting Officer or their representative and shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

3.13 PROTECTION OF FISH AND WILDLIFE

The Contractor shall conduct their operations in a manner that will minimize impacts on surrounding fish and wildlife. If, during construction activities, the Contractor observes any Federal or State protected species, the Contractor shall immediately contact the Contracting Officer or their representative and cease all activities at the site.

END OF SECTION

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SECTION 01451

CONTRACTOR QUALITY CONTROL

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1999b) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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ASTM E 329	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
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1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 LABORATORY VALIDATION

The testing laboratory shall be validated by Corps of Engineers Material Testing Center (MTC) for all tests required by contract. See paragraph 3.7 TESTS.

2 PRODUCTS (NOT APPLICABLE)

3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall construction activities at the site, including quality and

production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project manager. If the project manager and project superintendent is the same person, the CQC System Manager shall report to someone higher in the Contractor's organization than the project manager.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer.
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the

Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at AGC offices throughout the state of Washington and Oregon. This course shall be completed by the CQC Manager before the notice to proceed is issued.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. All Contractor forms for submitting test results are subject to Contracting Officer approval.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements, see Table 1 – Minimum Testing, attached at the end of this specification section. Contractor shall submit all materials test reports on forms standard to industry standards such as ACI, ASTM and AASHTO or with laboratory accreditation forms such as AALA, NIST or NVLAP. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site which can be validated by the Corps of Engineers in advance of any and all required testing; and in addition, submit proof of validation for approval. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test

shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

a. Validation

The testing laboratory shall be validated by the Corps of Engineers Materials Testing Center (MTC) for all tests required by the contract prior to the performance of any such testing. The validation of a laboratory is site specific and cannot be transferred or carried over to a facility at a different location. Any and all costs associated with this Government laboratory validation shall be borne by the laboratory and/or the Contractor. Validation of a laboratory is not granted for the entire laboratory activity, but only for the specific procedures requested by the inspected laboratory. The inspected laboratory has full choice of the procedures to be inspected except that the Quality Assurance portion of ASTM E 329 is mandatory to be inspected.

(1) Validation Procedures

Validation of a laboratory may consist of either an inspection or audit as defined herein. Validation of all material testing laboratories shall be performed by the MTC. Validation may be accomplished by one of the following processes:

- (a) Inspection. Inspection shall be performed by the MTC in accordance with American Society for Testing and Materials (ASTM) standards E329 and D3740.
- (b) Audit. A laboratory may be validated by auditing if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years in accordance with ASTM E329. Audit shall be performed by the MTC. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required in the project specification were not included in the CCRL or AMRL inspection report or if there is any concern that the laboratory may not be able to provide required services.

b. Standards of Acceptability

- (1) Aggregate, concrete, bituminous materials, soil, and rock. Laboratories for testing aggregate, concrete, bituminous materials, soil, and rock shall be validated for compliance with ASTM E 329, Engineer Manual (EM) 1110-2-1906, or project specifications, as applicable.

- (2) Water, sediment, and other samples. Laboratories engaged in analysis of water, sediment, and other samples for chemical analysis shall be inspected to assure that they have the capability to perform analyses and quality control procedures described in references in Appendix A as appropriate. The use of analytical methods for procedures not addressed in these references will be evaluated by the CQAB for conformance with project or program requirements.
- (3) Steel and other construction materials, Laboratories testing steel and other construction materials shall be validated for capabilities to perform tests required by project requirements and for compliance with ASTM E329.

c. Validation Schedule

- (1) For all contracted laboratories and project Quality Assurance (QA) laboratories testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials, an initial validation shall be performed prior to performance of testing and at least every two (2) years thereafter.
- (2) Laboratories performing water quality, wastewater, sludge, and sediment testing shall be approved at an interval not to exceed eighteen (18) months.
- (3) All laboratories shall be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

d. Validation Process

If a validated laboratory is unavailable or the Contractor selects to use a laboratory which has not been previously validated, Contractor shall coordinate with Corps of Engineers Material Testing Center (MTC) to obtain validation and pay all associated costs. Point of contact at MTC is Daniel Leavell, telephone (601) 634-2496, fax (601) 634-4656, email daniel.a.leavell@erdc.usace.army.mil, at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199

Procedure for Corps of Engineers validation, including qualifications and inspection/audit request forms are available at the MTC web site:

<http://www.wes.army.mil/SL/MTC/mtc.htm>

Contractor shall coordinate directly with the MTC to obtain validation. Contractor is cautioned the validation process is complicated and lengthy, may require an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and

approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection/submittal and receive a validation. Schedule of costs:

Full Onsite Inspection	0 - 10 procedures	\$3000 + travel expenses
	11 - 45 procedures	\$4000 + travel expenses
	46 + procedures	\$5000 + travel expenses
Full Desk Audit (AASHTO inspected)		\$2500
Abbreviated Audit by AASHTO Accreditation		\$1250
Additional Procedures after Validation		\$250 each to a maximum of two

Travel time and associated costs will be determined from Vicksburg MS. The Contractor will be invoiced for actual travel costs and shall submit payment direct to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. The Contractor shall copy the Contracting Officer of all correspondence and submittals to the MTC for purposes of laboratory validation.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-2496 or (601) 634-3261

ATTN: Project _____, Contract Number _____

Coordination for each specific test, exact delivery location and dates will be made through the Area Office. If samples are scheduled to arrive at the laboratory on a weekend (after 1700 Friday through Sunday) notify the laboratory at least 24 hours in advance at (601) 634-2496 to arrange for delivery.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include

the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms are attached at the end of this specification section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

TABLE 1
MINIMUM SAMPLING AND TESTING FREQUENCY

<u>Materials</u>	<u>Test</u>	<u>Minimum Sampling and Testing Frequency</u>
<u>Backfills, Subgrade, and Base Course Material</u>		
Subgrade	Field Density ^{2/12/}	One test per each increment or fraction of 750 s.y.
	Lab Density ^{3/}	One test every 10 field density tests.
Backfill for Trenches, Buildings and Walls, and Other Structures	Field Density ^{2/12/}	Trenches: One test per lift for each increment or fraction of 300 linear feet for backfill. Under pavements, one test every lift and at every crossing.
		Walls and Buildings Perimeters, Including Footings: One test per lift for each increment or fraction of 200 linear feet of backfill.
		Buildings Slabs on Grade: One test per lift for each increment or faction of 250 s.f.
		Other Structures: One test per lift for each increment or fraction of 200 linear feet of backfill.
	Lab Density ^{3/}	One test initially per each type of material or blended material and one every 10 field density tests.
	Gradation ^{1/}	One test per each type of material or blended material and one every 10 field density tests.

<u>Materials</u>	<u>Test</u>	<u>Minimum Sampling and Testing Frequency</u>
Subbase and Base	Gradation ^{1/} (including .02 mm particles size limits.	1 sample for every 4,000 s.y.
	In-Place Density ^{2/} ^{12/}	1 sample every 1,672 square meters (250 s.y.)
	Moisture-Density Relationship ^{3/}	1 initially and every 20 density tests.
<u>Asphaltic Concrete and Pavements</u> (Non airfield)		
Asphaltic concrete	Marshall method Test	1 test per day minimum and 1 per (1,000 tons) thereafter.
	Specific Gravity	per each Marshall Test.
	Extraction	1 test for each Marshall Method.
	Gradation ^{5/}	1 per each extraction test.
	Fracture faces ^{5/}	1 per each extraction test.
<u>Portland Cement Concrete</u> (Non airfield)		
Coarse and Fine Aggregate ^{7/}	Moisture, specific gravity and absorption ^{8/}	1 initially.
	Gradation and fineness modules	1 every 250 c.y. of concrete.
	Moisture, specific gravity and absorption ^{8/}	(same as coarse aggregate).
Concrete	Slump	Conduct test every day of placement and for every 25 c.y. and more frequently if batching appears inconsistent. Conduct with strength tests.
	Entrained Air	Conduct with slump test.

<u>Materials</u>	<u>Test</u>	<u>Minimum Sampling and Testing Frequency</u>
	Ambient and concrete temperatures	Conduct with slump tests.
	Unit weight, yield, and water cement ratio	Conduct with strength tests. Check unit weight and adjust aggregate weights to ensure proper yield.
	Flexural strength and evaluation	When specified for slabs on grade or for concrete pavements, take one set of 6 beams every 76 cubic meters (100 c.y.) of concrete with a minimum of 1 set per day. Two beams shall be tested at 7 days, two at 28 days, and two at 90 days.
	Compressive strength	One set of 3 cylinders per day and every 76 cubic meters (100 c.y.) for each class of structural concrete. Test one cylinder at 7 days and two at 28 days. Additional field cure cylinders shall be made when insitu strengths are required to be known.
Vibrators	Frequency and amplitude	Check frequency and amplitude initially and any time vibration is questionable.
	Masonry	
Concrete Masonry Units ^{9/}	Dry shrinkage ^{10/}	1 set of 3 per 10,000 units and manufacturers certification and test report.
	Airdry condition ^{11/}	Same as dry shrinkage.
	Absorption	" " " "
	Compressive strength	" " " "
	Unit Weight	" " " "
Mortar and grout	Compressive Strength	1 set of 3, every 2,000 units (1 test at 7 days and 2 tests at 28 days).

NOTES:

1/All acceptance tests shall be conducted from in-place samples.

2/Additional tests shall be conducted when variations occur due to the contractors operations, weather conditions, site conditions, etc.

3/Classification (ASTM D-2487), moisture contents, Atterberg limits and specific gravity tests shall be conducted for each compaction test if applicable.

4/Materials to be submitted only upon request by the Contracting Officer.

5/Tests can substitute for same tests required under "Aggregates" (from bins or source), although gradations will be required when blending aggregates.

6/Increase quantities by 50 percent for Paving mixes and by 100 percent for Government testing of admixtures. Include standard deviation for similar mixes from the intended batch plant and data from a minimum of 30 tests, if available. Refer to ACI 214.

7/A petrographic report for aggregate is required with the sample for source approval. If the total amount of all types of concrete is less than 153 cubic meters (200 c.y.) service records from three separate structures in similar environments which used the aggregates may substitute for the petrographic report.

8/Aggregate moisture tests are to be conducted in conjunction with concrete strength tests for w/c calculations.

9/For less than 1,000 units, the above test may be waived at the discretion of the Contracting Officer and acceptance based on manufacturers certification and test report.

10/Additional tests shall be performed when changes are made either in the manufacturing processes or in materials used in the production of the masonry units.

11/If adequate storage protection is not provided at the jobsite, additional tests shall be made to determine that the allowable moisture condition has not been exceeded before the blocks can be placed in the structure.

12/The nuclear densometer, if properly calibrated, may be used but only in addition to the required testing frequency and procedures using sandcones. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt. No. _____

Contract Title: _____ Location: _____

Weather: Clear __ P. Cloudy __ Cloudy __ Rainfall __ (% of workday)

Temperature during workday: High ____ degrees F. Low ____ degrees F.

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

<u>Contractor Name</u>	<u>No. of Workers</u>	<u>Crafts/Hours</u>	<u>Work performed</u>
------------------------	-----------------------	---------------------	-----------------------

[illegible]

2. EQUIPMENT DATA:

<u>Type, Size, Etc.</u>	<u>Owned/Rented</u>	<u>Hours Used</u>	<u>Hours Standby</u>
-------------------------	---------------------	-------------------	----------------------

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)
TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED:

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE
CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF
SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY
SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR _____

DATE _____

REMARKS

END OF SECTION

SECTION 01501

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1 GENERAL

1.1 AVAILABILITY OF UTILITY SERVICES

1.1.1 Water

The Government will make available to Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of construction.

1.1.2 Electricity

Electric power 480 V, and 120 V will be made available by the Government, without charge, to the Contractor for performing work at the work area. The Contractor shall carefully conserve electricity furnished. The Contractor, at its own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall extend the existing electrical distribution system (overhead and underground) for temporary electrical service to the worksite, shall install and maintain necessary temporary connections, and shall remove the same prior to final acceptance of the construction. These connections shall be coordinated through the Contracting Officer.

1.2 SANITARY PROVISIONS

Contractor shall provide sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

1.3 TEMPORARY ELECTRIC WIRING

1.3.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by journeyman electricians.

1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard

usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

1.3.3 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction.

1.5 UTILITY LOCATOR/IDENTIFICATION TAPE

Unless specified otherwise elsewhere in the Contract, all installed utility lines shall have a plastic marker tape (minimum 150 mm wide and 0.125 mm thick, installed 200 mm to 260 mm below grade. The plastic marker tape shall include a metallic wire or metal foil backing for detection purposes, and shall bear a continuous printed inscription describing the type of utility line buried below. All underground exterior gas lines shall be provided with a continuous tracer wire (#12 wire) taped to the pipe. Utility line monument markers (concrete with brass identification plugs) shall be installed every 60 meters along straight runs and at each change of direction. Any existing marker tapes or tracer wires damaged during construction shall be repaired to original condition.

1.6 STAGING AREA

Contractor will be provided adequate open staging area as directed by the Contracting Officer. Area is unsecured, and Contractor shall make provisions for its own security.

Contractor shall be responsible for keeping staging area, and office area clean and free of weeds and uncontrolled vegetation growth. Weeds shall be removed by pulling or cutting to within 1-inch of ground level. Lawn areas shall be mown to keep growth to less than 2-inches. All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the Contractor's payment.

1.7 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to ensure compliance. The Contractor shall submit a detailed written plan for implementation of this

requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to ensure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

1.8 DIGGING PERMIT

Before performing any onsite excavation, Contractor shall obtain a digging permit. The digging permit can be obtained at Directorate of Public Works, Building 2012, room 110, telephone 253-967-5237, on weekdays between 8 a.m. and 3:30 p.m. Typically it will take a Contractor 3-5 working days to collect all signatures necessary for clearances prior to the permit being issued.

1.9 CONSTRUCTION NEAR COMMUNICATIONS CABLES

1.9.1 Excavation Near Communication Cables

Digging within 3 feet of communication cables (including fiber optic cables) shall be performed by hand digging until the cable is exposed. The Contracting Officer shall be notified a minimum 3 days prior to digging within a 3-foot area near cable. The cable route will be marked by the Government prior to excavation in the area. A digging permit shall be obtained by the Contractor before performing any excavation. The Contractor shall be held responsible for any damage to the cable by excavation procedures. Once the cable is exposed, mechanical excavation may be used if there is no chance of damage occurring to the cable.

1.9.2 Reburial of Exposed Utilities

When existing utility lines are reburied a locator/identification tape, detectable by pipe detector systems, shall be installed above the uncovered length of the utility. See paragraph UTILITY LOCATOR/IDENTIFICATION TAPE above for detailed tape and installation requirements.

1.9.3 Access to Communications Manhole or Handhole

No communications manhole or handhole shall be entered without first obtaining a fiber optic cable briefing. Coordinate through the Contracting Officer with DOIM (Directorate of Information Management), Fort Lewis, Information Services Center, Bldg. 2003.

1.9.4 Cable Cuts or Damage

If a communications cable is cut or damaged the Contractor shall immediately notify the Contracting Officer (CO) and begin gathering personnel and equipment necessary to repair the cut, or damage. Contractor shall begin repairs within one hour of the cut or damage,

unless notified otherwise, and continue repairs without interruption until full service is restored.

1.10 PROJECT SIGN

Contractor shall furnish and install 2 project signs in accordance with conditions hereinafter specified and layout shown on drawing No. 49s-40-05-15, Sheets 1 and 2, except Corps of Engineers' castle and Department of Army seal will be Government furnished. All letters shall be block type, upper case. Letters shall be painted as indicated using exterior-type paint. Signs shall be maintained in excellent condition throughout the life of job. Project signs shall be located as directed. Upon completion of project, signs shall be removed and shall remain the property of Contractor.

1.11 CONCEALED WORK

All items of work to be concealed shall be Government inspected prior to concealment.

1.12 REPAIR OF ROAD CUTS

Asphaltic surface shall be completely in place within 48 hours after placement of base gravel. Between placement of base gravel and pavement, road shall be kept in driveable and passable condition.

1.13 ELEVATED WORK AREAS

Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive fall protection system including, but not limited to, all details of guardrails. Positive protection for workmen engaged in the installation of structural steel and steel joist shall be provided by safety nets, tie-offs, hydraulic man lifts, scaffolds, or other required means. Decking crews must be tied-off or work over nets or platforms not over 6 feet below the work area. Walking on beams and/or girders and the climbing of columns is prohibited without positive protection. Perimeter guardrails shall be installed at floor, roof, or wall openings more than 6 feet above an adjoining surface and on roof perimeters. Rails shall be designed to protect all phases of elevated work including, but not limited to, roofing operations and installation of gutters and flashing. Rails around roofs may not be removed until all work on the roof is complete and all traffic on or across the roof ceases. Rails shall be designed by a licensed engineer to provide adequate stability under any anticipated impact loading. As a minimum, the rails shall consist of a top rail at a height of 42 inches, a mid-rail, and a toe board. Use of tie-offs, hydraulic man lifts, scaffolds, or other means of roof edge protection methods may be utilized on small structures such as family housing, prefabricated metal buildings, etc. If safety belts and harnesses are used, the positive fall protection plan will address fall restraint versus fall arrest. Body belts will ONLY be used for fall restraint, they will not be used for fall arrest.

1.14 NOT USED

1.15 UTILITIES NOT SHOWN

The Contractor can expect to encounter, within the construction limits of the entire project, utilities not shown on the drawings and not visible as to the date of this contract. The Contractor shall scan the construction site with electromagnetic or sonic equipment, and mark the surface of the ground where existing utilities are discovered in the areas where excavation is required for this project. The Contractor shall verify the elevations of existing utilities, piping and any type of underground obstruction not indicated, or indicated and not specified to be removed. If such utilities interfere with construction operations, he shall immediately notify the Contracting Officer verbally and then in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed, the Contractor shall be entitled to equitable adjustment for any additional work or delay. The types of utilities the Contractor may encounter are waterlines, sewer lines (storm and sanitary), gas lines, fueling lines, communication lines, cathodic protection cabling, and power lines. These utilities may be active or abandoned utilities.

1.16 GOVERNMENT WITNESSING AND SCHEDULING OF TESTING

The Contractor shall notify the Contracting Officer, by serial letter, of dates and agenda of all performance testing of the following systems: mechanical, electrical systems a minimum of 10 calendar days prior to start of such testing. In this notification, the Contractor shall certify that all equipment, materials, and personnel necessary to conduct such testing will be available on the scheduled date and that the systems have been prechecked by him and are ready for performance and/or acceptance testing. Contractor shall also confirm that all operations and maintenance manuals have been submitted and approved. **NO PERFORMANCE AND/OR ACCEPTANCE TESTING WILL BE PERMITTED UNTIL THE OPERATIONS AND MAINTENANCE MANUALS HAVE BEEN APPROVED.**

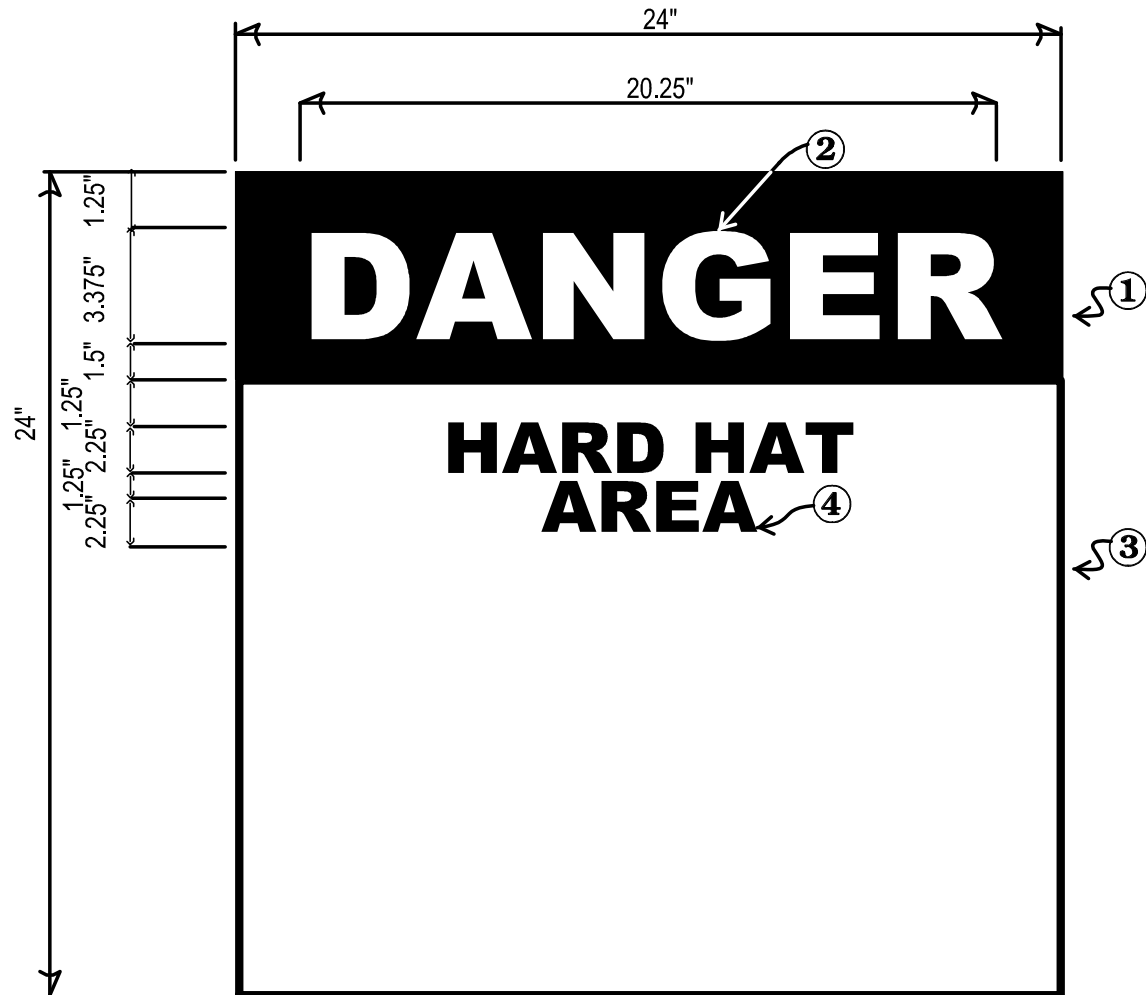
Government personnel, at the option of the Government, will travel to the site to witness testing. If the testing must be postponed or canceled for whatever reason not the fault of the government, the Contractor shall provide the Government not less than 3 working days advance notice (notice may be faxed) of this postponement or cancellation. Should this 3 working day notice not be given, the Contractor shall reimburse the Government for any and all out of pocket expenses incurred for making arrangements to witness such testing including, but not limited to airline, rental car, meal, and lodging expenses. Should testing be conducted, but fail and have to be rescheduled for any reason not the fault of the Government, the Contractor shall similarly reimburse the Government for all expenses incurred.

1.17 HARD HAT SIGNS

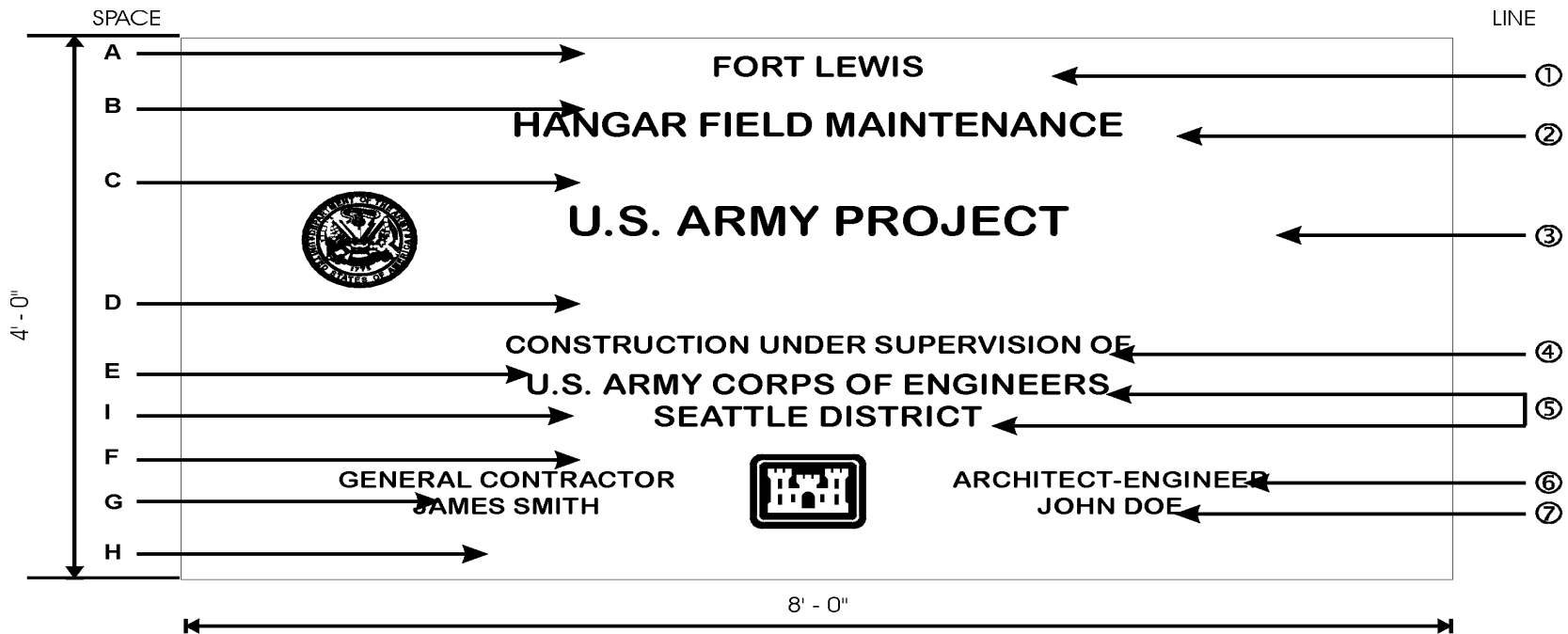
The Contractor shall provide 24 by 24 inch square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

2 PRODUCTS (NOT APPLICABLE)

3 EXECUTION (NOT APPLICABLE)



- SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL
- COLOR
 1. SAFETY RED (SR)
 2. WHITE
 3. WHITE
 4. BLACK
- LETTERING SHALL BE HELVETICA BOLD TYPOGRAPHY.
- LETTERS AND BACKGROUND SHALL BE REFLECTIVE SHEETING MATERIAL.
- SIGNS SHALL BE POSTED AT 6 FEET – 6 INCHES (BOTTOM SIGN TO GRADE) OR AS DIRECTED BY THE CONTRACTING OFFICER.
- LETTERING TO BE CENTERED ON PANEL.



SAMPLE CONSTRUCTION SIGN FOR MCP PROJECTS SCHEDULE

SPACE	HT.	LINE	DESCRIPTION	LETTER HT.	STROKE
A	2"	1	LOCATION	2 3/8"	1/4"
B	2 5/8"	2	PROJECT NOMENCLATURE *	2 3/4"	3/8"
C	5 3/4"	3	U.S. ARMY PROJECT	4"	1/2"
D	8"	4	CONSTRUCTION UNDER SUP.	1 1/2"	1/8"
E	4"	5	CONSTRUCTION AGENCY *	2 3/8"	1/4"
F	4"	6	GENERAL CONTRACTOR *	1 3/8"	3/16"
G	1"	7	GENERAL CONTRACTOR*	1 3/8"	3/16"
H	2 7/8"	*	WILL VARY TO SUIT PROJECT REQUIREMENTS		
I	2		SEATTLE DISTRICT		

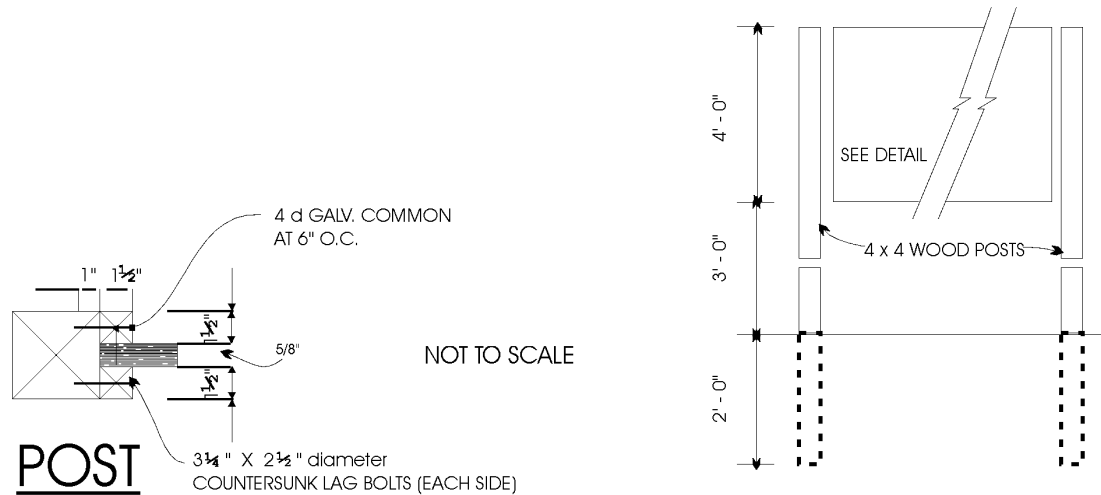
U.S. ARMY

PROJECT
CONSTRUCTION SIGN

Sheet 1 of 2 Scales As shown
U.S. Army Engr. Dist. Seattle, WA.

Dr: R.L.W. Transmitted with report
Tr: R.L.W. DATED: 20 JUNE 84
Ck: R.L.W. File No. 49s/40-05-15

U.S. ARMY PROJECT SIGN



NOTES:

1. Signboard 4 foot x 8 foot x 5/8 inch grade A-C exterior type plywood with medium density overlay on both sides.
2. Paint both sides and edges with one prime coat and two coats of paint, color white exterior type enamel. Lettering shall be as shown on drawing and shall be black gloss exterior type enamel.
3. Lettering shall be Helvetica medium.
4. Acceptable abbreviations may be used for Contractor's name.
5. Department of Army Seal and Corps of Engineers' Castle to be Government furnished.
6. No company logo shall be used.
7. Sign posts and 1½ inches wood trim shall be painted white.
8. Upon completion of work under this contract, the project sign shall be removed from the job site and shall remain the property of the Contractor.

NOTE: The Contractor shall verify the colors to be used with the Contracting Officer prior to constructing the sign.

SHEET 2 OF 2

END OF SECTION

SECTION 01702

AS BUILT RECORDS AND DRAWINGS

1 GENERAL

1.1 SUBMITTALS

Data listed in PART 3 of this section shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES. Due dates shall be as indicated in applicable paragraphs and all submittals shall be completed before final payment will be made.

2 PRODUCTS (NOT APPLICABLE)

3 EXECUTION

3.1 AS-BUILT FIELD DATA

3.1.1 General

The Contractor shall keep at the construction site two complete sets of full size prints of the contract drawings, reproduced at Contractor expense, one for the Contractor's use, one for the Government. During construction, both sets of prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

- a. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions and/or survey coordinates to permanent features.
- b. The locations and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
- c. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
- d. Correct elevations if changes were made in site grading from the contract plans.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- f. The topography and grades of all drainage installed or affected as part of the project construction.
- g. All changes or modifications from the original design and from the final inspection.

- h. Where contract drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.

These deviations shall be shown in the same general detail utilized in the contract drawings. Marking of the prints shall be pursued continuously during construction to keep them up to date. In addition, the Contractor shall maintain full size marked-up drawings, survey notes, sketches, nameplate data, pricing information, description, and serial numbers of all installed equipment. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data," and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

3.1.2 Submittal of the As-Built Field Data

Two sets of the full size As-Built Field Data shall be submitted to the Contracting Officer for review and approval a minimum of 20 calendar days prior to the date of final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings for backcheck to the Contracting Officer within 10 calendar days of receipt. When submitted drawings are accepted, one set of marked drawings will be returned to the Contractor for the completion of the as-built drawings.

3.2 AS-BUILT ELECTRONIC FILE DRAWINGS

- 3.2.1 No earlier than 30 days after award the Government will have available for the Contractor one set of AutoCAD electronic file format contract drawings, to be used for preparation of as-built drawings. The electronic file drawings will be available on ISO-9660 CD-ROM, as directed by the Contracting Officer. The Contractor has 30 days after the receipt of the electronic file to verify the usability of the AutoCAD files, and bring any discrepancies to the attention of the Contracting Officer. Any discrepancies will be corrected within 15 days and files returned to the Contractor. The Contractor shall incorporate all deviations from the original contract drawings as recorded in the approved 'As-built Field Data' (see paragraph 3.1.2). The Contractor shall also incorporate all the written modifications to the contract drawings which were issued by amendment or contract modification. All revisions and changes shall be incorporated, i.e. items marked "deleted" shall be deleted, clouds around new items shall be removed, etc.
- 3.2.2 No later than 30 days after final acceptance a complete set of as-built drawings shall be submitted in AutoCAD electronic file format. The electronic file format, layering standards and submittal requirements are specified in paragraphs below. The as-built drawings shall be done in a quality equal to that of the originals. Line work, line weights, lettering, and use of symbols shall be the same as the original line work, line weights, and lettering, and symbols. If additional drawings are required they shall be prepared in electronic file format under the same guidance. When final revisions have been

completed, each drawings shall be identified with the words "AS-BUILT" in block letters at least 3/8-inch high placed above the title block if space permits, or if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest revision notation.

3.2.3 Electronic File Submittal Requirements

The AutoCAD electronic file(s) deliverable shall be in AutoCAD release 14 'DWG' binary format. All support files required to display or plot the file(s) in the same manner as they were developed shall be delivered along with the files. These files include but are not limited to Font files, Menu files, Plotter Setup, and Referenced files. The AutoCad files shall be "bound" (merged).

3.2.3.1 Leveling shall remain as provided in the electronic files. An explanatory list of which levels are used in each drawing, including any additional levels needed to complete incorporation of the As-Built data, shall be provided with each submittal.

3.2.3.2 Electronic File Deliverable Media: All electronic files shall be submitted in ISO 9660 format CD-ROM (CD). Zip drive disks shall not be provided. Two complete sets of CD(s) shall be submitted along with one complete set of 1/2 size prints and one complete set of full size mylars taken from the CD(s). The mylars are to be submitted only after corrections are made, if any. See paragraph 3.2.4 below. Each CD shall have a clearly marked label stating the Contractor's firm name, project name and location, submittal type (AS-BUILT), and date the CD was made. Each submittal shall be accompanied by a hard copy transmittal sheet that contains the above information along with tabulated information about all files submitted, as shown below:

<u>Electronic File Name</u>	<u>Plate Number</u>	<u>Drawing Title</u>
-----------------------------	---------------------	----------------------

Electronic version of the table shall be included with each submittal set of disks.

3.2.4 Submittal of the Final As-Built Drawings

The final as-built record drawings shall be completed and returned together with the approved preliminary as-built drawings to the COE, Seattle District Office, Technical Branch, Records and Information Section, within 30 calendar days of final acceptance. All drawings from the original contract drawings set shall be included, including the drawings where no changes were made. The Government will review all final as-built record drawings for accuracy and conformance to the drafting standards and other requirements contained in DIVISION 1 GENERAL REQUIREMENTS. The drawings will be returned to the Contractor if corrections are necessary. The Contractor shall make all corrections and shall return the drawings to the same office within 7 calendar days of receipt.

One set of marked-up as-built prints shall be furnished at the time of system acceptance testing. These as-built prints shall be in addition to the submittals of marked-up as-built prints specified elsewhere in the contract.

END OF SECTION

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SECTION 01703

WARRANTY OF CONSTRUCTION

PART 1 GENERAL

1.1 SUBMITTALS

Submittals shall be made in accordance with SECTION 01330: SUBMITTAL PROCEDURES. Submittal dates shall be as defined in PART 3 of this section.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 WARRANTY OF CONSTRUCTION (APR 1984) (FAR52.246-21):

3.1.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 3.1.9 of this Clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

3.1.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

3.1.3 The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of:

- a. the Contractor's failure to conform to contract requirements or
- b. any defect of equipment, material, workmanship, or design furnished.

3.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

3.1.5 The Government will notify the Contractor, in writing or by telephone, after the discovery of any failure, defect, or damage and the Contractor shall respond and be on-site to investigate the problem within 1 working day after notification. The Contractor shall furnish, and maintain, a 24 hour emergency telephone number as the point of contact. For failures, defects, or damage causing loss of power or heat, the Contractor shall respond and mitigate problem within 4 hours.

3.1.6 If the Contractor fails to remedy any failure, defect, or damage within 5 working days after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

3.1.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- a. obtain all warranties that would be given in normal commercial practice;
- b. require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- c. enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

3.1.8 In the event the Contractor's warranty under paragraph 3.1.2 of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

3.1.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

3.1.10 This warranty shall not limit the Government's rights under the Inspection of Construction clause of this contract with respect to latent defects, gross mistakes, or fraud.

3.1.11 After final acceptance of the work, the Contractor shall furnish and install an Equipment Warranty Sticker on Contractor-installed equipment. Lettering shall be block-type upper case and easily readable. Sticker shall be of a durable type material and of a type that can be written on. Sticker shall state the following:

- a. The title "Equipment Warranty."
- b. Contractor's name and Contract Number.
- c. Date warranty expires.
- d. Point of contact, including name and telephone number.
- e. Manufacturer.

END OF SECTION

SECTION 02220

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.6 (1990) Safety Requirements for Demolition Operations

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI Guideline K (1997) Containers for Recovered Fluorocarbon Refrigerants

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 61-SUBPART M National Emission Standard for Asbestos

40 CFR 82 Protection of Stratospheric Ozone; Refrigerant Recycling

49 CFR 173.301 Shipment of Compressed Gas Cylinders

U.S. DEFENSE LOGISTICS AGENCY (DLA)

DLA 4145.25 (June 2000) Storage and Handling of Liquefied and Compressed Gases and Their Full and Empty Cylinders

U.S. DEPARTMENT OF DEFENSE (DOD)

DOD 4000.25-1-M Requisitioning and Issue Procedures

MIL-STD-129 (Rev. N) Marking for Shipment and Storage

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 GENERAL REQUIREMENTS

Do not begin demolition until authorization is received from the Contracting Officer. Remove rubbish and debris from the project site; do not allow accumulations on airfield pavements. The work includes demolition, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from Government property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily

shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Work Plan; G, RE

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including careful removal and disposition of materials, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

SD-07 Certificates

Demolition plan; G, RE

Notifications; G, RE

Notification of Demolition and Renovation forms; G, RE

Submit proposed demolition and removal procedures to the Contracting Officer for approval before work is started.

1.4 REGULATORY AND SAFETY REQUIREMENTS

Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform with ANSI A10.6.

1.4.1 Notifications

Furnish timely notification of demolition projects to Federal, State, regional, and local authorities in accordance with 40 CFR 61-SUBPART M. Notify the Contracting Officer in writing 10 working days prior to the commencement of work in accordance with 40 CFR 61-SUBPART M.

1.5 DUST AND DEBRIS CONTROL

Prevent the spread of dust and debris on airfield pavements and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Sweep pavements as often as

necessary to control the spread of debris that may result in foreign object damage potential to aircraft.

1.6 PROTECTION

1.6.1 Traffic Control Signs

Where aircraft safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by jet or prop blast. Notify the Contracting Officer prior to beginning such work.

1.6.2 Existing Work

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have Contracting Officer approval.

1.6.3 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the pavement being removed and take immediate action to protect all personnel working in and around the demolition site.

1.7 FOREIGN OBJECT DAMAGE (FOD)

Aircraft and aircraft engines are subject to FOD from debris and waste material lying on airfield pavements. Remove all such materials that may appear on operational aircraft pavements due to the Contractor's operations. If necessary, the Contracting Officer may require the Contractor to install a temporary barricade at the Contractor's expense to control the spread of FOD potential debris. The barricade shall consist of a fence covered with a fabric designed to stop the spread of debris; anchor the fence and fabric to prevent displacement by winds or jet/prop blasts. Remove barricade when no longer required.

1.8 REQUIRED DATA

Demolition plan shall include procedures for careful removal and disposition of materials specified, coordination with other work in progress, and airfield lighting, a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.9 AVAILABILITY OF WORK AREAS

Work shall be performed in sequential order of the designated Phases, unless otherwise directed by the Contracting Officer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 EXISTING PAVEMENTS TO BE REMOVED

3.1.1 Paving and Slabs

Remove concrete and asphaltic concrete paving and slabs as indicated. Provide neat sawcuts at limits of pavement removal as indicated. Refer to Section 02754, CONCRETE PAVEMENTS FOR SMALL PROJECTS and Section 02964, COLD MILLING OF BITUMINOUS PAVEMENTS.

3.2 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.2.2 Reuse of Materials and Equipment

Remove and store materials and equipment to be reused or relocated to prevent damage, and reinstall as the work progresses.

3.3 CLEANUP

Debris and rubbish shall be removed. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

END OF SECTION

SECTION 02748

BITUMINOUS TACK COAT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 20	(1970; R 1996) Penetration Graded Asphalt Cement
AASHTO M 81	(1992; R 1996) Cut-Back Asphalt (Rapid-Curing Type)
AASHTO M 82	(1975; R 1996) Cut-Back Asphalt (Medium-Curing Type)
AASHTO M 226	(1980; R 1996) Viscosity Graded Asphalt Cement
AASHTO T 40	(1978; R 1996) Sampling Bituminous Materials

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 140	(200) Sampling Bituminous Materials
ASTM D 946	(1982; R 1999) Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 977	(1998) Emulsified Asphalt
ASTM D 1250	(1980; R 1997e1) Petroleum Measurement Tables
ASTM D 2026	(1972; R 1997) Cutback Asphalt (Slow-Curing Type)
ASTM D 2027	(1976; R 1997) Cutback Asphalt (Medium-Curing Type)
ASTM D 2028	(1976; R 1997) Cutback Asphalt (Rapid-Curing Type)
ASTM D 2397	(1998) Cationic Emulsified Asphalt
ASTM D 2995	(1999) Determining Application Rate of Bituminous Distributors
ASTM D 3381	(1992; R 1999) Viscosity-Graded Asphalt Cement for Use in Pavement Construction

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Waybills and Delivery Tickets

Waybills and delivery tickets, during progress of the work.

SD-06 Test Reports

Sampling and Testing; G, RE

Copies of all test results for bituminous materials, within 24 hours of completion of tests. Certified copies of the manufacturer's test reports indicating compliance with applicable specified requirements, not less than 30 days before the material is required in the work.

1.4 PLANT, EQUIPMENT, MACHINES AND TOOLS

1.4.1 General Requirements

Plant, equipment, machines and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times.

1.4.2 Bituminous Distributor

The distributor shall have pneumatic tires of such size and number to prevent rutting, shoving or otherwise damaging the base surface or other layers in the pavement structure. The distributor shall be designed and equipped to spray the bituminous material in a uniform coverage at the specified temperature, at readily determined and controlled rates with an allowable variation from the specified rate of not more than plus or minus 5 percent, and at variable widths. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

1.4.3 Power Brooms and Power Blowers

Power brooms and power blowers shall be suitable for cleaning the surfaces to which the bituminous coat is to be applied.

1.5 WEATHER LIMITATIONS

Bituminous coat shall be applied only when the surface to receive the bituminous coat is dry. Bituminous coat shall be applied only when the atmospheric temperature in the shade is 50 degrees F or above and when the temperature has not been below 35 degrees F for the 12 hours prior to application.

PART 2 PRODUCTS

2.1 TACK COAT

Emulsified asphalt shall conform to ASTM D 977 or ASTM D 2397, Grade(s) SS-1h or CSS-1h.

PART 3 EXECUTION

3.1 PREPARATION OF SURFACE

Immediately before applying the bituminous coat, all loose material, dirt, clay, or other objectionable material shall be removed from the surface to be treated. The surface shall be dry and clean at the time of treatment.

3.2 APPLICATION RATE

The exact quantities within the range specified, which may be varied to suit field conditions, will be determined by the Contracting Officer.

3.2.1 Tack Coat

Bituminous material for the tack coat shall be applied in quantities of not less than 0.05 gallon nor more than 0.15 gallon per square yard of pavement surface.

3.3 APPLICATION TEMPERATURE

3.3.1 Viscosity Relationship

Asphalt application temperature shall provide an application viscosity between 10 and 60 seconds, Saybolt Furol, or between 20 and 120 centistokes, kinematic. The temperature viscosity relation shall be furnished to the Contracting Officer.

3.3.2 Temperature Ranges

The viscosity requirements shall determine the application temperature to be used. The following is a normal range of application temperatures:

Emulsions

SS-1h	70-160 degrees F
CSS-1h	70-160 degrees F

*These temperature ranges exceed the flash point of the material and care should be taken in their heating.

3.4 APPLICATION

3.4.1 General

Following preparation and subsequent inspection of the surface, the bituminous coat shall be applied at the specified rate with uniform distribution over the surface to be treated. All areas and spots missed by the distributor shall be properly treated with the hand spray. Until the succeeding layer of pavement is placed, the surface shall be maintained by protecting the surface against damage and by repairing deficient areas at no additional cost to the Government. If required, clean dry sand shall be spread to effectively blot up any excess bituminous material. No smoking, fires, or flames other than those from the heaters that are a part of the equipment shall be permitted within 25 feet of heating, distributing, and transferring operations of bituminous material other than bituminous emulsions. All traffic, except for paving equipment used in constructing the surfacing, shall be prevented from using the underlying material, whether primed or not, until the surfacing is completed. The bituminous coat shall conform to all requirements as described herein.

3.4.3 Tack Coat

Tack coat shall be applied at the locations shown on the drawings.

3.5 CURING PERIOD

Following application of the bituminous material and prior to application of the succeeding layer of pavement, the bituminous coat shall be allowed to cure and to obtain evaporation of any volatiles or moisture.

3.6 FIELD QUALITY CONTROL

Samples of the bituminous material used shall be obtained by the Contractor as directed, under the supervision of the Contracting Officer. The sample may be retained and tested by the Government at no cost to the Contractor.

3.7 SAMPLING AND TESTING

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the Contractor. No work requiring testing will be permitted until the facilities have been inspected and approved.

3.7.1 Sampling

The samples of bituminous material, unless otherwise specified, shall be in accordance with ASTM D 140 or AASHTO T 40. Sources from which bituminous materials are to be obtained shall be selected and notification furnished the Contracting Officer within 15 days after the award of the contract.

3.7.2 Calibration Test

The Contractor shall furnish all equipment, materials, and labor necessary to calibrate the bituminous distributor. Calibration shall be made with the approved job material and prior to applying the bituminous coat material to the prepared surface. Calibration of the bituminous distributor shall be in accordance with ASTM D 2995.

3.7.3 Trial Applications

Before providing the complete bituminous coat, three lengths of at least 100 feet for the full width of the distributor bar shall be applied to evaluate the amount of bituminous material that can be satisfactorily applied.

3.7.3.1 Tack Coat Trial Application Rate

Unless otherwise authorized, the trial application rate of bituminous tack coat materials shall be applied in the amount of 0.05 gallons per square yard. Other trial applications shall be made using various amounts of material as may be deemed necessary.

3.7.4 Sampling and Testing During Construction

Quality control sampling and testing shall be performed as required in paragraph FIELD QUALITY CONTROL.

END OF SECTION

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SECTION 02749

HOT-MIX ASPHALT (HMA) FOR AIRFIELDS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

- | | |
|-------------|--|
| AASHTO MP 1 | (1998) Provisional Specification for
Performance Graded Asphalt Binder |
| AASHTO TP53 | (2000) Determining Asphalt Content of Hot Mix
Asphalt by the Ignition Method ** |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|-----------------|--|
| ASTM C 117 | (1995) Materials Finer Than 75 micrometer
(No. 200) Sieve in Mineral Aggregates by
Washing |
| ASTM C 1252 | (1998) Uncompacted Void Content of Fine
Aggregate (as Influenced by Particle Shape,
Surface Texture, and Grading) |
| ASTM C 131 | (1996) Resistance to Degradation of Small-
Size Coarse Aggregate by Abrasion and Impact
in the Los Angeles Machine |
| ASTM C 136 | (1996a) Sieve Analysis of Fine and Coarse
Aggregates |
| ASTM C 29/C 29M | (1997) Bulk Density ("Unit Weight") and Voids
in Aggregates |
| ASTM C 566 | (1997) Total Evaporable Moisture Content of
Aggregate by Drying |
| ASTM C 88 | (1999a) Soundness of Aggregates by Use of
Sodium Sulfate or Magnesium Sulfate |
| ASTM D 140 | (2000) Sampling Bituminous Materials |
| ASTM D 1461 | (1985; R 1994) Moisture or Volatile
Distillates in Bituminous Paving Mixtures |

ASTM D 1559	(1989) Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus \N(Deleted; continued use without replacement.)
ASTM D 2041	(1995) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	(1995) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	(1995) Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 242	(1995) Mineral Filler for Bituminous Paving Mixtures
ASTM D 2489	(2000) Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	(2000) Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixture
ASTM D 2950	(1997) Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 3203	(1994; R 2000) Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3381	(1992; R 1999) Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3665	(1999) Random Sampling of Construction Materials
ASTM D 3666	(2000) Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 4125	(1994el) Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4791	(1999) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867/D 4867M	(1996) Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	(1998) Mechanical Size Analysis of Extracted Aggregate
ASTM D 6307	(1998) Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D 946	(1982; R 1999) Penetration-Graded Asphalt Cement for Use in Pavement Construction

ASTM D 995 (1995b) Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures

ASPHALT INSTITUTE (AI)

AI MS-2 (1997) Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CDT)

CDT Test 526 (1978) Operation of California Profilograph and Evaluation of Profiles

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 171 (1995) Test Method for Determining Percentage of Crushed Particles in Aggregate

1.2 DESCRIPTION OF WORK

The work shall consist of pavement courses composed of mineral aggregate and asphalt material heated and mixed in a central mixing plant and placed on a prepared course. HMA designed and constructed in accordance with this section shall conform to the lines, grades, thicknesses, and typical cross sections shown on the drawings. Each course shall be constructed to the depth, section, or elevation required by the drawings and shall be rolled, finished, and approved before the placement of the next course.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Mix Design; G, RE

Proposed JMF.

Contractor Quality Control; G, RE

Quality control plan.

SD-04 Samples

Asphalt Cement Binder; G, RE

20 L (5 gallon) sample for mix design verification.

Aggregates; G, RE

Sufficient materials to produce 90 kg (200 lb) of blended mixture for mix design verification.

SD-06 Test Reports

Aggregates; G, RE

QC Monitoring; G, RE

Aggregate and QC test results.

SD-07 Certificates

Asphalt Cement Binder; G, RE

Copies of certified test data.

Testing Laboratory; G, RE

Certification of compliance.

1.4 METHOD OF MEASUREMENT

Measurement of the quantity of hot-mix asphalt, per ton placed and accepted, shall be made for the purposes of assessing the pay factors stipulated in this section.

1.5 BASIS OF PAYMENT

The measured quantity of hot-mixed asphalt will be paid for and included in the lump-sum contract price. If less than 100 percent payment is due based on the pay factors stipulated in paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT, a unit price of \$43.00 per ton shall be used for purposes of calculating the payment reduction.

1.6 ASPHALT MIXING PLANT

Plants used for the preparation of hot-mix asphalt shall conform to the requirements of ASTM D 995 with the following changes:

a. Truck Scales. The asphalt mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed at least annually by an approved calibration laboratory.

b. Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Government's acceptance testing and the Contractor's quality control testing.

c. Inspection of Plant. The Contracting Officer shall have access at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; checking the temperatures maintained in the preparation of the mixtures and for taking samples. The Contractor shall provide assistance as requested, for the Government to procure any desired samples.

d. Storage Bins. The asphalt mixture may be stored in non-insulated storage bins for a period of time not exceeding 3 hours. The asphalt mixture may be stored in insulated storage bins for a period of time not exceeding 8 hours. The mix drawn from bins shall meet the same requirements as mix loaded directly into trucks.

1.7 HAULING EQUIPMENT

Trucks used for hauling hot-mix asphalt shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Petroleum based products shall not be used as a release agent. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers (tarps) shall be securely fastened.

1.8 ASPHALT PAVERS

Asphalt pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of hot-mix asphalt which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

1.8.1 Receiving Hopper

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

1.8.2 Automatic Grade Controls

If an automatic grade control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. A transverse slope controller shall not be used to control grade. The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet in length.
- b. Taut stringline set to grade.
- c. Short ski or shoe for joint matching.
- d. Laser control.

1.9 ROLLERS

Rollers shall be in good condition and shall be operated at slow speeds to avoid displacement of the asphalt mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. Equipment which causes excessive crushing of the aggregate shall not be used.

1.10 WEATHER LIMITATIONS

The hot-mix asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 1. The temperature requirements may be waived by the Contracting Officer, if requested; however, all other requirements, including compaction, shall be met.

Table 1. Surface Temperature Limitations of Underlying Course

Mat Thickness, inches	Degrees F
3 or greater	40
Less than 3	45

PART 2 PRODUCTS

2.1 AGGREGATES

Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand and mineral filler, as required. The portion of material retained on the No. 4 sieve is coarse aggregate. The portion of material passing the No. 4 sieve and retained on the No. 200 sieve is fine aggregate. The portion passing the No. 200 sieve is defined as mineral filler. All aggregate test results and samples shall be submitted to the Contracting Officer at least 14 days prior to start of construction.

2.1.1 Coarse Aggregate

Coarse aggregate shall consist of sound, tough, durable particles, free from films of material that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. The coarse aggregate particles shall meet the following requirements:

a. The percentage of loss shall not be greater than 40 percent after 500 revolutions when tested in accordance with ASTM C 131.

b. The percentage of loss shall not be greater than 18 percent after five cycles when tested in accordance with ASTM C 88.

c. At least 75 percent by weight of coarse aggregate shall have at least two or more fractured faces when tested in accordance with COE CRD-C 171. Fractured faces shall be produced by crushing.

d. The particle shape shall be essentially cubical and the aggregate shall not contain more than 20 percent, by weight, of flat and elongated particles (3:1 ratio of maximum to minimum) when tested in accordance with ASTM D 4791.

e. Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 75 lb/cu ft when tested in accordance with ASTM C 29/C 29M.

2.1.2 Fine Aggregate

Fine aggregate shall consist of clean, sound, tough, durable particles. The aggregate particles shall be free from coatings of clay, silt, or any objectionable material and shall contain no clay balls. The fine aggregate particles shall meet the following requirements:

a. The quantity of natural sand (noncrushed material) added to the aggregate blend shall not exceed 15 percent by weight of total aggregate.

b. The individual fine aggregate sources shall have a sand equivalent value greater than 45 when tested in accordance with ASTM D 2419.

c. The fine aggregate portion of the blended aggregate shall have an uncompacted void content greater than 45.0 percent when tested in accordance with ASTM C 1252 Method A.

2.1.3 Mineral Filler

Mineral filler shall be nonplastic material meeting the requirements of ASTM D 242.

2.1.4 Aggregate Gradation

The combined aggregate gradation shall conform to gradations specified in Table 2, when tested in accordance with ASTM C 136 and ASTM C 117, and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa, but grade uniformly from coarse to fine.

Table 2. Aggregate Gradations

<u>Sieve Size, inch</u>	<u>Percent Passing by Mass</u>
1	---
3/4	100
1/2	76-96
3/8	69-89
No. 4	53-73
No. 8	38-60
No. 16	26-48
No. 30	18-38
No. 50	11-27
No. 100	6-18
No. 200	3-6

2.2 ASPHALT CEMENT BINDER

Asphalt cement binder shall conform to AASHTO MP 1 Performance Grade (PG) 64-22. Test data indicating grade certification shall be provided by the supplier at the time of delivery of each load to the mix plant. Copies of these certifications shall be submitted to the Contracting Officer. The supplier is defined as the last source of any modification to the binder.

The Contracting Officer may sample and test the binder at the mix plant at any time before or during mix production. Samples for this verification testing shall be obtained by the Contractor in accordance with ASTM D 140 and in the presence of the Contracting Officer. These samples shall be furnished to the Contracting Officer for the verification testing, which shall be at no cost to the Contractor. Samples of the asphalt cement specified shall be submitted for approval not less than 14 days before start of the test section.

2.3 MIX DESIGN

The Contractor shall develop the mix design. The asphalt mix shall be composed of a mixture of well-graded aggregate, mineral filler if required, and asphalt material. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF). No hot-mix asphalt for payment shall be produced until a JMF has been approved. The hot-mix asphalt shall be designed using procedures contained in AI MS-2 and the criteria shown in Table 3. If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867/D 4867M is less than 75, the aggregates shall be rejected or the asphalt mixture treated with an approved anti-stripping agent. The amount of anti-stripping agent added shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it shall be provided by the Contractor at no additional cost. Sufficient materials to produce 200 pounds of blended mixture shall be provided to the Contracting Officer for verification of mix design at least 14 days prior to construction of test section.

2.3.1 JMF Requirements

The job mix formula shall be submitted in writing by the Contractor for approval at least 14 days prior to the start of the test section and shall include as a minimum:

- a. Percent passing each sieve size.
- b. Percent of asphalt cement.
- c. Percent of each aggregate and mineral filler to be used.
- d. Asphalt viscosity grade, penetration grade, or performance grade.
- e. Number of blows of hammer per side of molded specimen.
- f. Laboratory mixing temperature.
- g. Lab compaction temperature.
- h. Temperature-viscosity relationship of the asphalt cement.
- i. Plot of the combined gradation on the 0.45 power gradation chart, stating the nominal maximum size.
- j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content as shown in AI MS-2.
- k. Specific gravity and absorption of each aggregate.

- l. Percent natural sand.
- m. Percent particles with two or more fractured faces (in coarse aggregate).
- n. Fine aggregate angularity.
- o. Percent flat or elongated particles (in coarse aggregate).
- p. Tensile Strength Ratio.
- q. Antistrip agent (if required) and amount.
- r. List of all modifiers and amount.

Table 3. Marshall Design Criteria

<u>Test Property</u>	<u>75 Blow Mix</u>
Stability, pounds minimum	*2150
Flow, 0.01 inch	8-16
Air voids, percent	3-5
Percent Voids in mineral aggregate (minimum)	See Table 4
TSR, minimum percent	75

* This is a minimum requirement. The average during construction shall be significantly higher than this number to ensure compliance with the specifications.

Table 4. Minimum Percent Voids in Mineral Aggregate (VMA)**Minimum VMA, percent

14.0

** Calculate VMA in accordance with AI MS-2, based on ASTM D 2726 bulk specific gravity for the aggregate.

2.3.2 Adjustments to JMF

The JMF for each mixture shall be in effect until a new formula is approved in writing by the Contracting Officer. Should a change in sources of any materials be made, a new mix design shall be performed and a new JMF approved before the new material is used. The Contractor will be allowed to adjust the JMF within the limits specified below to optimize mix volumetric properties. Adjustments to the JMF shall be limited to plus or minus 3 percent on the 1/2 inch, No. 4, and No. 8 sieves; plus or minus 1.0 percent on the No. 200 sieve; and plus or minus 0.40 percent binder content. If adjustments are needed that exceed these limits, a new mix design shall be

developed. Tolerances given above may permit the aggregate grading to be outside the limits shown in Table 2; this is acceptable.

PART 3 EXECUTION

3.1 PREPARATION OF ASPHALT BINDER MATERIAL

The asphalt cement material shall be heated avoiding local overheating and providing a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of unmodified asphalts shall be no more than 325 degrees F when added to the aggregates. Modified asphalts shall be no more than 350 degrees F when added to the aggregates.

3.2 PREPARATION OF MINERAL AGGREGATE

The aggregate for the mixture shall be heated and dried prior to mixing. No damage shall occur to the aggregates due to the maximum temperature and rate of heating used. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F when the asphalt cement is added. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

3.3 PREPARATION OF HOT-MIX ASPHALT MIXTURE

The aggregates and the asphalt cement shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but no less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to at least achieve 95 percent of coated particles. The moisture content of all hot-mix asphalt upon discharge from the plant shall not exceed 0.5 percent by total weight of mixture as measured by ASTM D 1461.

3.4 PREPARATION OF THE UNDERLYING SURFACE

Immediately before placing the hot mix asphalt, the underlying course shall be cleaned of dust and debris. A tack coat shall be applied in accordance with the contract specifications.

3.5 TEST SECTION

Prior to full production, the Contractor shall place a test section for each JMF used. The contractor shall construct a test section 250 - 500 feet long and two paver passes wide placed in two lanes, with a longitudinal cold joint. The test section shall be of the same depth as the course which it represents. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same equipment to be used on the remainder of the course represented by the test section. The test section shall be

placed as part of the project pavement as approved by the Contracting Officer.

3.5.1 Sampling and Testing for Test Section

One random sample shall be taken at the plant, triplicate specimens compacted, and tested for stability, flow, and laboratory air voids. A portion of the same sample shall be tested for theoretical maximum density (TMD), aggregate gradation and asphalt content. Four randomly selected cores shall be taken from the finished pavement mat, and four from the longitudinal joint, and tested for density. Random sampling shall be in accordance with procedures contained in ASTM D 3665. The test results shall be within the tolerances shown in Table 5 for work to continue. If all test results meet the specified requirements, the test section shall remain as part of the project pavement. If test results exceed the tolerances shown, the test section shall be removed and replaced at no cost to the Government and another test section shall be constructed.

Table 5. Test Section Requirements for Material and Mixture Properties

Property	Specification Limit
Aggregate Gradation-Percent Passing (Individual Test Result)	
No. 4 and larger	JMF plus or minus 8
No. 8, No. 16, No. 30, and No. 50	JMF plus or minus 6
No. 100 and No. 200	JMF plus or minus 2.0
Asphalt Content, Percent (Individual Test Result)	JMF plus or minus 0.5
Laboratory Air Voids, Percent (Average of 3 specimens)	JMF plus or minus 1.0
VMA, Percent (Average of 3 specimens)	14 minimum
Stability, pounds (Average of 3 specimens)	2150 minimum
Flow, 0.01 inches (Average of 3 specimens)	8 - 16
Mat Density, Percent of TMD (Average of 4 Random Cores)	93.0 - 96.5
Joint Density, Percent of TMD (Average of 4 Random Cores)	91.5 - 96.5

3.5.2 Additional Test Sections

If the initial test section should prove to be unacceptable, the necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Full production shall not begin until an acceptable section has been constructed and accepted.

3.6 TESTING LABORATORY

The laboratory used to develop the JMF and for Government acceptance testing shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements or clearly listing all deficiencies shall be submitted to the Contracting Officer prior to the start of construction. The certification shall contain as a minimum:

- a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.
- b. A listing of equipment to be used in developing the job mix.
- c. A copy of the laboratory's quality control system.
- d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program.

3.7 TRANSPORTING AND PLACING

3.7.1 Transporting

The hot-mix asphalt shall be transported from the mixing plant to the site in clean, tight vehicles. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided for night placements. Hauling over freshly placed material will not be permitted until the material has been compacted as specified, and allowed to cool to 140 degrees F. To deliver mix to the paver, the Contractor shall use a material transfer vehicle which shall be operated to produce continuous forward motion of the paver.

3.7.2 Placing

The mix shall be placed and compacted at a temperature suitable for obtaining density, surface smoothness, and other specified requirements. Upon arrival, the mixture shall be placed to the full width by an asphalt paver; it shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10 feet. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot; however, the joint in the surface course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On isolated areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

3.8 COMPACTION OF MIXTURE

After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible without causing displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor, with the exception that the Contractor shall not apply more than three passes with a vibratory roller in the vibrating mode. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once. Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened but excessive water will not be permitted. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers. Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or is in any way defective shall be removed full depth, replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching will not be allowed.

3.9 JOINTS

The formation of joints shall be made ensuring a continuous bond between the courses and to obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

3.9.1 Transverse Joints

The roller shall not pass over the unprotected end of the freshly laid mixture, except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. The cutback material shall be removed from the project. In both methods, all contact surfaces shall be given a light tack coat of asphalt material before placing any fresh mixture against the joint.

3.9.2 Longitudinal Joints

Longitudinal joints which are irregular, damaged, uncompacted, cold (less than 175 degrees F at the time of placing the adjacent lane), or otherwise defective, shall be cut back a minimum of 2 inches from the edge with a cutting wheel to expose a clean, sound vertical surface for the full depth of the course. All cutback material shall be removed from the project. All contact surfaces shall be given a light tack coat of asphalt material prior to placing any fresh mixture against the joint. The Contractor will be allowed to use an alternate method if it can be demonstrated that density, smoothness, and texture can be met.

3.10 CONTRACTOR QUALITY CONTROL

3.10.1 General Quality Control Requirements

The Contractor shall develop an approved Quality Control Plan. Hot-mix asphalt for payment shall not be produced until the quality control plan has been approved. The plan shall address all elements which affect the quality of the pavement including, but not limited to:

- a. Mix Design
- b. Aggregate Grading
- c. Quality of Materials
- d. Stockpile Management
- e. Proportioning
- f. Mixing and Transportation
- g. Mixture Volumetrics
- h. Moisture Content of Mixtures
- i. Placing and Finishing
- j. Joints
- k. Compaction
- l. Surface Smoothness

3.10.2 Testing Laboratory

The Contractor shall provide a fully equipped asphalt laboratory located at the plant or job site. The effective working area of the laboratory shall be a minimum of 150 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 75 degrees F plus or minus 5 degrees F. Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Contracting Officer shall be permitted unrestricted access to inspect the Contractor's laboratory facility, to witness quality control activities, and to perform any check testing desired. The Contracting Officer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to adversely affect test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are corrected.

3.10.3 Quality Control Testing

The Contractor shall perform all quality control tests applicable to these specifications and as set forth in the Quality Control Program. The testing program shall include, but shall not be limited to, tests for the control of

asphalt content, aggregate gradation, temperatures, aggregate moisture, moisture in the asphalt mixture, laboratory air voids, stability, flow, in-place density, grade and smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

3.10.3.1 Asphalt Content

A minimum of two tests to determine asphalt content will be performed per lot (a lot is defined in paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT) by one of the following methods: extraction method in accordance with ASTM D 2172, Method A or B, the ignition method in accordance with the AASHTO TP53, ASTM D 6307, or the nuclear method in accordance with ASTM D 4125, provided the nuclear gauge is calibrated for the specific mix being used. For the extraction method, the weight of ash, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

3.10.3.2 Gradation

Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of recovered aggregate in accordance with ASTM D 5444. When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix plants. For batch plants, aggregates shall be tested in accordance with ASTM C 136 using actual batch weights to determine the combined aggregate gradation of the mixture.

3.10.3.3 Temperatures

Temperatures shall be checked at least four times per lot, at necessary locations, to determine the temperature at the dryer, the asphalt cement in the storage tank, the asphalt mixture at the plant, and the asphalt mixture at the job site.

3.10.3.4 Aggregate Moisture

The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

3.10.3.5 Moisture Content of Mixture

The moisture content of the mixture shall be determined at least once per lot in accordance with ASTM D 1461 or an approved alternate procedure.

3.10.3.6 Laboratory Air Voids, Marshall Stability and Flow

Mixture samples shall be taken at least four times per lot and compacted into specimens, using 75 blows per side with the Marshall hammer as described in ASTM D 1559. After compaction, the laboratory air voids of each specimen shall be determined, as well as the Marshall stability and flow.

3.10.3.7 In-Place Density

The Contractor shall conduct any necessary testing to ensure the specified density is achieved. A nuclear gauge may be used to monitor pavement density in accordance with ASTM D 2950.

3.10.3.8 Grade and Smoothness

The Contractor shall conduct the necessary checks to ensure the grade and smoothness requirements are met in accordance with paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT.

3.10.3.9 Additional Testing

Any additional testing, which the Contractor deems necessary to control the process, may be performed at the Contractor's option.

3.10.3.10 QC Monitoring

The Contractor shall submit all QC test results to the Contracting Officer on a daily basis as the tests are performed. The Contracting Officer reserves the right to monitor any of the Contractor's quality control testing and to perform duplicate testing as a check to the Contractor's quality control testing.

3.10.4 Sampling

When directed by the Contracting Officer, the Contractor shall sample and test any material which appears inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

3.10.5 Control Charts

For process control, the Contractor shall establish and maintain linear control charts on both individual samples and the running average of last four samples for the parameters listed in Table 6, as a minimum. These control charts shall be posted as directed by the Contracting Officer and shall be kept current at all times. The control charts shall identify the project number, the test parameter being plotted, the individual sample numbers, the Action and Suspension Limits listed in Table 6 applicable to the test parameter being plotted, and the Contractor's test results. Target values from the JMF shall also be shown on the control charts as indicators of central tendency for the cumulative percent passing, asphalt content, and laboratory air voids parameters. When the test results exceed either applicable Action Limit, the Contractor shall take immediate steps to bring the process back in control. When the test results exceed either applicable Suspension Limit, the Contractor shall halt production until the problem is solved. The Contractor shall use the control charts as part of the process control system for identifying trends so that potential problems can be corrected before they occur. Decisions concerning mix modifications shall be made based on analysis of the results provided in the control charts. The Quality Control Plan shall indicate the appropriate action which shall be taken to bring the process into control when certain parameters exceed their Action Limits.

Table 6. Action and Suspension Limits for the Parameters to be Plotted on Individual and Running Average Control Charts

Parameter to be Plotted	Individual Samples		Running Average of Last Four Samples	
	Action Limit	Suspension Limit	Action Limit	Suspension Limit
No. 4 sieve, Cumulative % Passing, deviation from JMF target; plus or minus values	6	8	4	5
No. 30 sieve, Cumulative % Passing, deviation from JMF target; plus or minus values	4	6	3	4
No. 200 sieve, Cumulative % Passing, deviation from JMF target; plus or minus values	1.4	2.0	1.1	1.5
Stability, pounds (minimum) 75 blow JMF	1760	1640	2150	2030
Flow, 0.01 inches 75 blow JMF	8 min. 16 max.	7 min. 17 max.	9 min. 15 max.	8 min. 16 max.
Asphalt content, % deviation from JMF target; plus or minus value	0.4	0.5	0.2	0.3
Laboratory Air Voids, % deviation from JMF target value	No specific action and suspension limits set since this parameter is used to determine percent payment			
In-place Mat Density, % of TMD	No specific action and suspension limits set since this parameter is used to determine percent payment			
In-place Joint Density, % of TMD	No specific action and suspension limits set since this parameter is used to determine percent payment			

3.11 MATERIAL ACCEPTANCE AND PERCENT PAYMENT

The Government's quality assurance (QA) program for this project, specified below, will be separate and distinct from the Contractor's quality control (QC) program specified above. Testing for acceptability of work will be performed by the Government or by an independent laboratory hired by the Contracting Officer, except for grade and smoothness testing which shall be performed by the Contractor. Acceptance of the plant produced mix and in-place requirements will be on a lot to lot basis. A standard lot for all requirements will be equal to 2000 tons. Where appropriate, adjustment in payment for individual lots of hot-mix asphalt will be made based on in-

place density, laboratory air voids, grade and smoothness in accordance with the following paragraphs. Grade and surface smoothness determinations will be made on the lot as a whole. Exceptions or adjustments to this will be made in situations where the mix within one lot is placed as part of both the intermediate and surface courses, thus grade and smoothness measurements for the entire lot cannot be made. In order to evaluate laboratory air voids and in-place (field) density, each lot will be divided into four equal sublots.

3.11.1 Percent Payment

When a lot of material fails to meet the specification requirements for 100 percent pay as outlined in the following paragraphs, that lot shall be removed and replaced, or accepted at a reduced price which will be computed by multiplying the unit price by the lot's pay factor. The lot pay factor is determined by taking the lowest computed pay factor based on either laboratory air voids, in-place density, grade or smoothness (each discussed below). Pay factors based on different criteria (i.e., laboratory air voids and in-place density) of the same lot will not be multiplied together to get a lower lot pay factor. At the end of the project, an average of all lot pay factors will be calculated. If this average lot pay factor exceeds 95.0 percent and no individual lot has a pay factor less than 75.1 percent, then the percent payment for the entire project will be 100 percent of the unit bid price. If the average lot pay factor is less than 95.0 percent, then each lot will be paid for at the unit price multiplied by the lot's pay factor. For any lots which are less than 2000 tons, a weighted lot pay factor will be used to calculate the average lot pay factor.

3.11.2 Sublot Sampling

One random mixture sample for determining laboratory air voids, theoretical maximum density, and for any additional testing the Contracting Officer Engineer desires, will be taken from a loaded truck delivering mixture to each sublot, or other appropriate location for each sublot. All samples will be selected randomly, using commonly recognized methods of assuring randomness conforming to ASTM D 3665 and employing tables of random numbers or computer programs. Laboratory air voids will be determined from three laboratory compacted specimens of each sublot sample in accordance with ASTM D 1559. The specimens will be compacted within 2 hours of the time the mixture was loaded into trucks at the asphalt plant. Samples will not be reheated prior to compaction and insulated containers will be used as necessary to maintain the temperature.

3.11.3 Additional Sampling and Testing

The Contracting Officer reserves the right to direct additional samples and tests for any area which appears to deviate from the specification requirements. The cost of any additional testing will be paid for by the Government. Testing in these areas will be in addition to the lot testing, and the requirements for these areas will be the same as those for a lot.

3.11.4 Laboratory Air Voids and Theoretical Maximum Density

Laboratory air voids will be calculated in accordance with ASTM D 3203 by determining the Marshall density of each lab compacted specimen using the laboratory-prepared, thoroughly dry method in ASTM D 2726 and determining the theoretical maximum density (TMD) of every other sublot sample using

ASTM D 2041. Laboratory air void calculations for each subplot will use the latest theoretical maximum density values obtained, either for that subplot or the previous subplot. The mean absolute deviation of the four laboratory air void contents (one from each subplot) from the JMF air void content will be evaluated and a pay factor determined from Table 7. All laboratory air void tests will be completed and reported within 24 hours after completion of construction of each lot. The TMD is also used for computation of compaction, as required in paragraph: Mat and Joint Densities.

3.11.5 Mean Absolute Deviation

An example of the computation of mean absolute deviation for laboratory air voids is as follows: Assume that the laboratory air voids are determined from 4 random samples of a lot (where 3 specimens were compacted from each sample). The average laboratory air voids for each subplot sample are determined to be 3.5, 3.0, 4.0, and 3.7. Assume that the target air voids from the JMF is 4.0. The mean absolute deviation is then:

$$\text{Mean Absolute Deviation} = (|3.5 - 4.0| + |3.0 - 4.0| + |4.0 - 4.0| + |3.7 - 4.0|)/4$$

$$= (0.5 + 1.0 + 0.0 + 0.3)/4 = (1.8)/4 = 0.45$$

The mean absolute deviation for laboratory air voids is determined to be 0.45. It can be seen from Table 7 that the lot's pay factor based on laboratory air voids, is 100 percent.

Table 7. Pay Factor Based on Laboratory Air Voids

Mean Absolute Deviation of Lab Air Voids from JMF	Pay Factor, %
0.60 or less	100
0.61 - 0.80	98
0.81 - 1.00	95
1.01 - 1.20	90
Above 1.20	reject (0)

3.11.6 In-place Density

3.11.6.1 General Density Requirements

For determining in-place density, one random core 4 inches or 6 inches) in diameter will be taken by the Government from the mat (interior of the lane) of each subplot, and one random core will be taken from the joint (immediately over joint) of each subplot. Each random core will be full thickness of the layer being placed. When the random core is less than 25 mm (1 inch) thick, it will not be included in the analysis. In this case, another random core will be taken. After air drying in accordance with ASTM D 2726 for laboratory-prepared, thoroughly dry specimens, cores obtained from the mat and from the joints will be used for in-place density determination.

3.11.6.2 Mat and Joint Densities

The average in-place mat and joint densities are expressed as a percentage of the average TMD for the lot. The average TMD for each lot will be

determined as the average TMD of the two random samples per lot. The average in-place mat density and joint density for a lot are determined and compared with Table 8 to calculate a single pay factor per lot based on in-place density, as described below. First, a pay factor for both mat density and joint density are determined from Table 8. The area associated with the joint is then determined and will be considered to be 10 feet wide times the length of completed longitudinal construction joint in the lot. This area will not exceed the total lot size. The length of joint to be considered will be that length where a new lane has been placed against an adjacent lane of hot-mix asphalt pavement, either an adjacent freshly paved lane or one paved at any time previously. The area associated with the joint is expressed as a percentage of the total lot area. A weighted pay factor for the joint is determined based on this percentage (see example below). The pay factor for mat density and the weighted pay factor for joint density is compared and the lowest selected. This selected pay factor is the pay factor based on density for the lot. When the TMD on both sides of a longitudinal joint is different, the average of these two TMD will be used as the TMD needed to calculate the percent joint density. All density results for a lot will be completed and reported within 24 hours after the construction of that lot.

Table 8. Pay Factor Based on In-place Density

Average Mat Density (4 Cores)	Pay Factor, %	Average Joint Density (4 Cores)
-----	-----	-----
94.0 - 96.0	100.0	Above 92.5
93.9	100.0	92.4
93.8 or 96.1	99.9	92.3
93.7	99.8	92.2
93.6 or 96.2	99.6	92.1
93.5	99.4	92.0
93.4 or 96.3	99.1	91.9
93.3	98.7	91.8
93.2 or 96.4	98.3	91.7
93.1	97.8	91.6
93.0 or 96.5	97.3	91.5
92.9	96.3	91.4
92.8 or 96.6	94.1	91.3
92.7	92.2	91.2
92.6 or 96.7	90.3	91.1
92.5	87.9	91.0
92.4 or 96.8	85.7	90.9
92.3	83.3	90.8
92.2 or 96.9	80.6	90.7
92.1	78.0	90.6
92.0 or 97.0	75.0	90.5
below 92.0, above 97.0	0.0 (reject)	below 90.5

3.11.6.3 Pay Factor Based on In-place Density

An example of the computation of a pay factor (in I-P units only) based on in-place density, is as follows: Assume the following test results for field density made on the lot: (1) Average mat density = 93.2 percent (of lab TMD). (2) Average joint density = 91.5 percent (of lab TMD). (3) Total

area of lot = 30,000 square feet. (4) Length of completed longitudinal construction joint = 2000 feet.

a. Step 1: Determine pay factor based on mat density and on joint density, using Table 8:

Mat density of 93.2 percent = 98.3 pay factor.

Joint density of 91.5 percent = 97.3 pay factor.

b. Step 2: Determine ratio of joint area (length of longitudinal joint x 10 ft) to mat area (total paved area in the lot): Multiply the length of completed longitudinal construction joint by the specified 10 ft. width and divide by the mat area (total paved area in the lot).

$(2000 \text{ ft.} \times 10 \text{ ft.}) / 30000 \text{ sq.ft.} = 0.6667$ ratio of joint area to mat area (ratio).

c. Step 3: Weighted pay factor (wpf) for joint is determined as indicated below:

$\text{wpf} = \text{joint pay factor} + (100 - \text{joint pay factor}) (1 - \text{ratio})$
 $\text{wpf} = 97.3 + (100 - 97.3) (1 - 0.6667) = 98.2\%$

d. Step 4: Compare weighted pay factor for joint density to pay factor for mat density and select the smaller:

Pay factor for mat density: 98.3%. Weighted pay factor for joint density: 98.2%

Select the smaller of the two values as pay factor based on density: 98.2%

3.11.7 Grade

Within 5 working days after completion of a particular lot incorporating the final wearing course, the Contractor shall test the final wearing surface of the pavement for conformance with specified plan grade requirements. All testing shall be performed in the presence of the Contracting Officer. The final wearing surface of pavement shall conform to the elevations and cross sections shown and shall vary not more than 0.03 foot for runways or 0.05 foot for taxiways and aprons from the plan grade established and approved at site of work. Finished surfaces at juncture with other pavements shall coincide with finished surfaces of abutting pavements. Deviation from the plan elevation will not be permitted in areas of pavements where closer conformance with planned elevation is required for the proper functioning of drainage and other appurtenant structures involved. The grade will be determined by running lines of levels at intervals of 25 feet, or less, longitudinally and transversely, to determine the elevation of the completed pavement surface. Detailed notes of the results of the testing shall be kept and a copy furnished to the Government immediately after each day's testing. When more than 5 percent of all measurements made within a lot are outside the 0.03 or 0.05 foot tolerance, the pay factor based on grade for that lot will be 95 percent. In areas where the grade exceeds the tolerance by more than 50 percent, the Contractor shall remove the surface lift full depth; the Contractor shall then replace the lift with hot-mix asphalt to meet specification requirements, at no additional cost to the Government.

Diamond grinding may be used to remove high spots to meet grade requirements. Skin patching for correcting low areas or planing or milling for correcting high areas will not be permitted.

3.11.8 Surface Smoothness

The Contractor shall use one of the following methods to test and evaluate surface smoothness of the pavement. All testing shall be performed in the presence of the Contracting Officer. Detailed notes of the results of the testing shall be kept and a copy furnished to the Government immediately after each day's testing. The profilograph method shall be used for all longitudinal and transverse testing, except where the runs would be less than 200 feet in length and the ends where the straightedge shall be used. Where drawings show required deviations from a plane surface (crowns, drainage inlets, etc.), the surface shall be finished to meet the approval of the Contracting Officer.

3.11.8.1 Smoothness Requirements

a. Straightedge Testing: The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavements shall be within the tolerances specified in Table 9 when checked with an approved 12 foot straightedge.

Table 9. Straightedge Surface Smoothness--Pavements

Pavement Category	Direction of Testing	Tolerance, inches
-----	-----	-----
Runways and taxiways	Longitudinal	1/8
	Transverse	1/4
All other airfields and helicopter paved areas	Longitudinal	1/4
	Transverse	1/4

b. Profilograph Testing: The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavement shall have a Profile Index not greater than specified in Table 10 when tested with an approved California-type profilograph. If the extent of the pavement in either direction is less than 60 m (200 feet), that direction shall be tested by the straightedge method and shall meet requirements specified above.

Table 10. Profilograph Surface Smoothness--Pavements

Pavement Category	Direction of Testing	Maximum Specified Profile Index (inch/mile)
-----	-----	-----
Runways	Longitudinal	7
	Transverse	9
Taxiways	Longitudinal	9
	Transverse	(Use Straightedge)
All Other Airfield & Helicopter Paved Areas	Longitudinal	9
	Transverse	9

3.11.8.2 Testing Method

After the final rolling, but not later than 24 hours after placement, the surface of the pavement in each entire lot shall be tested by the Contractor in such a manner as to reveal all surface irregularities exceeding the tolerances specified above. Separate testing of individual sublots is not required. If any pavement areas are ground, these areas shall be retested immediately after grinding. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines. The transverse lines shall be 15 feet or less apart, as directed. The longitudinal lines shall be at the centerline of each paving lane for lines less than 20 feet and at the third points for lanes 20 feet or greater. Other areas having obvious deviations shall also be tested. Longitudinal testing lines shall be continuous across all joints.

a. Straightedge Testing. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points.

b. Profilograph Testing. Profilograph testing shall be performed using approved equipment and procedures described in CDT Test 526. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must-grind" bumps and the Profile Index for the pavement. The "blanking band" shall be 0.2 inches wide and the "bump template" shall span 1 inch with an offset of 0.4 inch. The profilograph shall be operated by an approved, factory-trained operator on the alignments specified above. A copy of the reduced tapes shall be furnished the Government at the end of each day's testing.

3.11.8.3 Payment Adjustment for Smoothness

a. Straightedge Testing. Location and deviation from straightedge for all measurements shall be recorded. When between 5.0 and 10.0 percent of all measurements made within a lot exceed the tolerance specified in paragraph Smoothness Requirements above, after any reduction of high spots or removal and replacement, the computed pay factor for that lot based on surface smoothness, will be 95 percent. When more than 10.0 percent of all measurements exceed the tolerance, the computed pay factor will be 90 percent. When between 15.0 and 20.0 percent of all measurements exceed the tolerance, the computed pay factor will be 75 percent. When 20.0 percent or more of the measurements exceed the tolerance, the lot shall be removed and replaced at no additional cost to the Government. Regardless of the above, any small individual area with surface deviation which exceeds the tolerance given above by more than 50 percent, shall be corrected by diamond grinding to meet the specification requirements above or shall be removed and replaced at no additional cost to the Government.

b. Profilograph Testing. Location and data from all profilograph measurements shall be recorded. When the Profile Index of a lot exceeds the tolerance specified in paragraph Smoothness Requirements above by 1.0 inch/mile, but less than 2.0 inches/mile, after any reduction of high spots or removal and replacement, the computed pay factor for that lot based on

surface smoothness will be 95 percent. When the Profile Index exceeds the tolerance by 2.0 inches/mile, but less than 3.0 inches/mile, the computed pay factor will be 90 percent. When the Profile Index exceeds the tolerance by 3.0 inches/mile, but less than 4.0 inches/mile, the computed pay factor will be 75 percent. When the Profile Index exceeds the tolerance by 4.0 inches/mile or more, the lot shall be removed and replaced at no additional cost to the Government. Regardless of the above, any small individual area with surface deviation which exceeds the tolerance given above by more than 5.0 inches/mile or more, shall be corrected by grinding to meet the specification requirements above or shall be removed and replaced at no additional cost to the Government.

c. Bumps ("Must Grind" Areas). Any bumps ("must grind" areas) shown on the profilograph trace which exceed 0.4 inch in height shall be reduced by diamond grinding until they do not exceed 0.3 inch when retested. Such grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. The following will not be permitted: (1) skin patching for correcting low areas, (2) planing or milling for correcting high areas. At the Contractor's option, pavement areas, including ground areas, may be rechecked with the profilograph in order to record a lower Profile Index.

END OF SECTION

SECTION 02754

CONCRETE PAVEMENTS FOR SMALL PROJECTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 211.1	(1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 301	(1999) Standard Specifications for Structural Concrete
ACI 305R	(1999) Hot Weather Concreting

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 184/A 184M	(1996) Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A 615/A 615M	(2000) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 31/C 31M	(2000) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1999a) Concrete Aggregates
ASTM C 39/C 39M	(1999) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 94/C 94M	(2000) Ready-Mixed Concrete
ASTM C 123	(1998) Lightweight Particles in Aggregate
ASTM C 143/C 143M	(2000) Slump of Hydraulic Cement Concrete
ASTM C 150	(1999a) Portland Cement
ASTM C 192/C 192M	(2000) Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 231	(1997e1) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(2000) Air-Entraining Admixtures for Concrete
ASTM C 494/C 494M	(1999a) Chemical Admixtures for Concrete

ASTM C 595	(2000a) Blended Hydraulic Cements
ASTM C 618	(2000) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 666	(1997) Resistance of Concrete to Rapid Freezing and Thawing
ASTM C 881	(1999) Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C 989	(1999) Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
ASTM C 1077	(1998) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D 1751	(1999) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996e1) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 130	(1989) Scratch Hardness of Coarse Aggregate Particles
COE CRD-C 300	(1990) Specifications for Membrane-Forming Compounds for Curing Concrete
COE CRD-C 540	(1971; R 1981) Standard Specification for Nonbituminous Inserts for Contraction Joints in Portland Cement Concrete Airfield Pavements, Sawable Type
COE CRD-C 572	(1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)

NRMCA CPMB 100	(1996) Concrete Plant Standards
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1.2 SYSTEM DESCRIPTION

This section is intended to stand alone for construction of concrete (rigid) pavement. However, where the construction covered herein interfaces with other sections, the construction at each interface shall conform to the requirements of both this section and the other section, including tolerances for both.

1.4 ACCEPTABILITY OF WORK

The pavement will be accepted on the basis of tests made by the Government and by the Contractor or its suppliers, as specified herein. The Government may, at its discretion, make check tests to validate the results of the Contractor's testing. Concrete samples shall be taken by the Contractor at the placement to determine the slump, air content, and strength of the concrete. Test cylinders shall be made for determining conformance with the strength requirements of these specifications and, when required, for determining the time at which pavements may be placed into service. All air content measurements shall be determined in accordance with ASTM C 231. All slump tests shall be made in accordance with ASTM C 143/C 143M. All test cylinders shall be 6 by 12 inch cylinders and shall be fabricated in accordance with ASTM C 192/C 192M, using only steel molds, cured in accordance with ASTM C 31/C 31M, and tested in accordance with ASTM C 39/C 39M. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days. The Contractor shall furnish all materials, labor, and facilities required for molding, curing, testing, and protecting test specimens at the site and in the laboratory.

1.4.1 Evaluation Sampling

Sampling, testing, and mixture proportioning shall be performed by a commercial Testing Laboratory, conforming with ASTM C 1077. The individuals who sample and test concrete and concrete constituents shall be certified as American Concrete Institute (ACI) Concrete Field Testing Technicians, Grade I. The individuals who perform the inspection of concrete shall be certified as ACI Concrete Construction Inspector, Level II. All mix design, weekly quality control reports, smoothness reports, and project certification reports shall be signed by a Registered Engineer.

1.4.2 Surface Testing

Surface testing for surface smoothness and plan grade shall be performed as indicated below by the Testing Laboratory. The measurements shall be properly referenced in accordance with paving lane identification and stationing, and a report given to the Government within 24 hours after measurement is made. A final report of surface testing, signed by a Registered Engineer, containing all surface measurements and a description of all actions taken to correct deficiencies, shall be provided to the Government upon conclusion of surface testing.

1.4.2.1 Surface Smoothness Requirements

The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavements shall be within the tolerances specified in Table 1 when checked with the straightedge.

TABLE 1

STRAIGHTEDGE SURFACE SMOOTHNESS--PAVEMENTS

Pavement Category -----	Direction of Testing -----	Tolerances inches -----
Taxiways	Longitudinal	1/8
	Transverse	1/4
All Other Airfield and Helicopter Paved Areas	Longitudinal	1/4
	Transverse	1/4

1.4.2.2 Surface Smoothness Testing Method

The surface of the pavement shall be tested with the straightedge to identify all surface irregularities exceeding the tolerances specified above. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines approximately 15 feet apart. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by placing the straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface, in the area between these two high points.

1.4.4 Plan Grade Testing and Conformance

The finished surface of the pavements shall conform, within the tolerances shown in Table 1, and to the lines, grades, and cross sections of the existing adjacent pavement. The finished surface of new abutting pavements shall coincide at their juncture. The finished surface of airfield taxiway and apron pavements shall vary not more than 0.04 foot above or below the existing plan grade line or elevation. Each pavement category shall be checked by the Contractor for conformance with plan grade requirements by running lines of levels at intervals to determine the elevation at each joint intersection.

1.5 PRECONSTRUCTION TESTING OF MATERIALS

The Contractor shall not be entitled to any additional payment or extension of time because of delays caused by sampling and testing additional sources, or samples, necessitated by failure of any samples. Aggregates shall be sampled and tested by the Test Laboratory and shall be representative of the materials to be used for the project. Test results, signed by a Registered Engineer, shall be submitted 30 days before commencing paving. No aggregate shall be used unless test results show that it meets all requirements of these specifications, including compliance with ASTM C 33 and deleterious materials limitations.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that

will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Equipment

Manufacturer's literature on the concrete plant; mixing equipment; hauling equipment; placing and finishing, and curing equipment; at least 7 days prior to start of paving.

Paving; G, RE

Paving Schedules at least 7 days prior to start of paving.

Mixture Proportions; G, RE

The report of the Contractor's mixture proportioning studies showing the proportions of all ingredients and supporting information on aggregate and other materials that will be used in the manufacture of concrete, at least 14 days prior to commencing concrete placing operations.

1.7 EQUIPMENT

1.7.1 Batching and Mixing

The batching plant shall conform to NRMCA CPMB 100, the equipment requirements in ASTM C 94/C 94M, and as specified. Water shall not be weighed or measured cumulatively with another ingredient. All concrete materials batching shall meet ASTM C 94/C 94M requirements. Mixers shall be stationary mixers or truck mixers. Batching, mixers, mixing time, permitted reduction of mixing time, and concrete uniformity shall meet the requirements of ASTM C 94/C 94M, and shall be documented in the initial weekly QC Report.

1.7.2 Transporting Equipment

Transporting equipment shall be in conformance with ASTM C 94/C 94M and as specified herein. Concrete shall be transported to the paving site in rear-dump trucks, in truck mixers designed with extra large blading and rear opening specifically for low slump concrete, or in agitators. Bottom-dump trucks shall not be used for delivery of concrete.

1.7.3 Delivery Equipment

When concrete transport equipment cannot operate on the paving lane, side-delivery transport equipment consisting of self-propelled moving conveyors shall be used to deliver concrete from the transport equipment and discharge it in front of the paver. Front-end loaders, dozers, or similar equipment shall not be used to distribute the concrete.

1.7.4 Paver-Finisher

The paver-finisher shall be a heavy-duty, self-propelled machine designed specifically for paving and finishing high quality pavement. The paver-finisher shall spread, consolidate, and shape the plastic concrete to the

desired cross section in one pass. The paver-finisher shall be equipped with a full width "knock-down" auger, capable of operating in both directions, which will evenly spread the fresh concrete in front of the screed or extrusion plate. Immersion vibrators shall be gang mounted at the front of the paver on a frame equipped with suitable controls so that all vibrators can be operated at any desired depth within the slab or completely withdrawn from the concrete. The vibrators shall be automatically controlled so that they will be immediately stopped as forward motion of the paver ceases. The spacing of the immersion vibrators across the paving lane shall be as necessary to properly consolidate the concrete, but the clear distance between vibrators shall not exceed 30 inches, and the outside vibrators shall not exceed 12 inches from the edge of the lane. The paver-finisher shall be equipped with a transversely oscillating screed or an extrusion plate to shape, compact, and smooth the surface.

1.7.4.1 Paver-Finisher with Fixed Forms

The paver-finisher shall be equipped with wheels designed to ride the forms, keep it aligned with the forms, and to spread the preventing deformation of the forms.

1.7.4.3 Other Types of Finishing Equipment

Bridge deck finishers shall be used for pavements 10 inches or less in thickness, where longitudinal and transverse surface smoothness tolerances are 1/4 inch or greater. Clary screeds or other rotating tube floats will not be allowed on the project.

1.7.5 Curing Equipment

Equipment for curing is specified in paragraph CURING.

1.7.6 Texturing Equipment

Texturing equipment shall be as specified below.

1.7.6.1 Fabric Drag

A fabric drag shall consist of a piece of fabric material as wide as the lane width securely attached to a separate wheel mounted frame spanning the paving lane or to one of the other similar pieces of equipment. The material shall be wide enough to provide 12 to 18 inches dragging flat on the pavement surface. The fabric material shall be clean, reasonably new burlap, kept clean and saturated during use.

1.7.7 Sawing Equipment

Equipment for sawing joints and for other similar sawing of concrete shall be standard diamond-tip-bladed concrete saws mounted on a wheeled chassis.

1.7.8 Straightedge

The Contractor shall furnish and maintain at the job site one 12-foot straightedge for testing concrete surface smoothness. The straightedge shall be constructed of aluminum or magnesium alloy and shall have blades of box or box-girder cross section with flat bottom, adequately reinforced to

insure rigidity and accuracy. Straightedges shall have handles for operation on the pavement.

PART 2 PRODUCTS

2.1 CEMENTITIOUS MATERIALS

Cementitious materials shall be only portland cement in combination with pozzolan and shall conform to appropriate specifications listed below.

2.1.1 Portland Cement

Portland cement shall conform to ASTM C 150 Type II, low-alkali.

2.1.4 Pozzolan (Fly Ash)

Fly ash shall conform to ASTM C 618 Class F, including all the supplementary optional physical requirements. Class F fly ash for use in mitigating alkali-aggregate reactivity shall have a Calcium Oxide (CaO) content of less than 8 percent.

2.2 AGGREGATES

Aggregates shall consist of clean, hard, uncoated particles meeting the requirements of ASTM C 33, including deleterious materials, abrasion loss and soundness requirements of ASTM C 33, and other requirements specified herein. Fine and coarse aggregates to be used in all concrete shall be evaluated and tested by the Contractor for alkali-aggregate reactivity in accordance with ASTM C 1260. Test results shall have a measured expansion equal to, or less than 0.8 percent at 16 days. Should the test data indicate an expansion greater than 0.08 percent, the aggregate(s) shall be rejected, or additional testing using a modified version of ASTM C 1260 shall be performed by the Contractor as follows: utilize the Contractor's proposed low-alkali Portland cement and Class F fly ash in combination for the test proportioning. Class F fly ash shall be used in the range of 25 percent to 40 percent of the total cementitious material by mass. The quantity shall be determined that will meet all the requirements of these specification and that which will lower the expansion equal to, or less than 0.08 percent at 16 days.

2.2.1 Coarse Aggregate

Coarse aggregate shall consist of crushed gravel, crushed stone, or a combination thereof. The nominal maximum size of the coarse aggregate shall be 3/4 inch. The amount of deleterious material in each size of coarse aggregate shall not exceed the limits shown in ASTM C 33 Class 1N, 4M or 4S, depending on the weathering region, and the following limits:

- a. Lightweight particles 1.0 max. percent by mass (ASTM C 123).
- b. Other soft particles 2.0 max. percent by mass (COE CRD-C 130).
- c. Total of all deleterious 5.0 max. percent by mass (substances listed in ASTM C 33 and above, exclusive of material finer than No. 200 sieve).

- d. The separation medium for lightweight particles shall have a Sp. Gr. of 2.0.

2.2.2 Fine Aggregate

Fine aggregate shall consist of natural sand, manufactured sand, or a combination of the two, and shall be composed of clean, hard, durable particles. All fine aggregate shall be composed of clean, hard, durable particles meeting the requirements of ASTM C 33 and the requirements herein. The amount of deleterious material in the fine aggregate shall not exceed the limits in ASTM C 33 and shall not exceed the following limits:

- a. Lightweight particles (ASTM C 123) 1.0 percent max. by mass using a medium with a Sp. Gr. of 2.0.
- b. The total of all deleterious material types, listed in ASTM C 33 and above, shall not exceed 3.0 percent of the mass of the fine aggregate.

2.3 CHEMICAL ADMIXTURES

Air-entraining admixture shall conform to ASTM C 260. An accelerator shall be used only when specified in paragraph SPECIFIED CONCRETE STRENGTH AND OTHER PROPERTIES and shall not be used to reduce the amount of cementitious material used. Accelerator shall conform to ASTM C 494/C 494M Type C. Calcium chloride and admixtures containing calcium chloride shall not be used. A water-reducing or retarding admixture shall meet the requirements of ASTM C 494/C 494M. Type G or H admixtures are not allowed.

2.4 CURING MATERIALS

Membrane forming curing compound shall be a white pigmented compound conforming to COE CRD-C 300. Burlap shall be new or shall be clean material never used for anything other than curing concrete.

2.5 WATER

Water for mixing and curing shall be clean, potable, and free of injurious amounts of oil, acid, salt, or alkali.

2.6 JOINT MATERIALS

2.6.1 Expansion Joint Material

Expansion joint filler shall be a preformed material conforming to ASTM D 1751 or ASTM D 1752, Type I, II, or III, and must be compatible with the approved joint sealant material. Expansion joint filler shall be 3/4 inch thick.

2.8 DOWELS

2.8.1 Dowels

Dowels shall be single piece, plain (non-deformed) steel bars conforming to ASTM A 615/A 615M Grade 60 or higher. Dowels shall be free of loose, flaky rust and loose scale and shall be clean and straight. Bars shall be cut true to length with ends cut at 90-degrees and free of burrs.

2.9 EPOXY RESIN

All epoxy-resin materials shall be two-component materials conforming to ASTM C 881, Class as appropriate for each application temperature to be encountered; except, that in addition, the materials shall meet the following requirements:

- a. Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.
- b. Material for use as patching for complete filling of spalls, wide cracks, and other voids and for use in preparing epoxy resin mortar shall be Type III, Grade as approved.
- c. Material for injecting cracks shall be Type IV, Grade 1.
- d. Material for bonding freshly mixed portland cement concrete, mortar, or freshly mixed epoxy resin concrete to hardened concrete shall be Type V, Grade as approved.

2.10 SPECIFIED CONCRETE STRENGTH AND OTHER PROPERTIES

Specified compressive strength, f'_c , for concrete is 5,000 psi at 28 days. Maximum allowable water-cementitious material ratio is 0.45. The water-cementitious material ratio is based on absolute volume equivalency, where the ratio is determined using the weight of cement for a cement only mix, or using the total volume of cement plus pozzolan converted to an equivalent weight of cement by the absolute volume equivalency method described in ACI 211.1. The concrete shall be air-entrained with a total air content of 6 plus or minus 1 percent. The maximum allowable slump of the concrete shall be 3 inches for pavement constructed with fixed forms. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equals or exceeds the specified compressive strength f'_c and no individual test result falls below the specified strength f'_c by more 500 psi. Additional analysis or testing, including taking cores and/or load tests may be required at the Contractor's expense when the strength of the concrete in the structure is considered potentially deficient.

2.11 MIXTURE PROPORTIONS

2.11.1 Composition Concrete

Composition concrete shall be composed of cementitious material, water, fine and coarse aggregates, and admixtures. Pozzolan, if used with non alkali-reactive aggregates, shall consist of not less than 15 percent of the cementitious material by mass and not more than 35 percent. If pozzolan is required to mitigate the potential alkali-aggregate reactivity, the percentage by mass determined from the modified ASTM C 1260 testing shall be used in the mixture proportioning studies. Admixtures shall consist of air entraining admixture and may also include accelerator, retarder, or water-reducing admixture. High range water-reducing admixtures and admixtures to produce flowable concrete shall not be used. No substitutions shall be made in the materials used in the mixture proportions without additional tests to show that the quality of the concrete is satisfactory.

2.11.2 Concrete Mixture Proportioning Studies

Trial design batches, mixture proportioning studies, and testing shall be the responsibility of the Contractor, and shall be performed by the Test Laboratory and signed by a Registered Engineer. No concrete pavement shall be placed until the Contracting Officer has approved the Contractor's mixture proportions. All materials used in mixture proportioning studies shall be representative of those proposed for use on the project. If there is a change in materials, additional mixture design studies shall be made using the new materials. Trial mixtures having proportions, slumps, and air content suitable for the work shall be based on methodology described in ACI 211.1. At least three different water-cementitious ratios, which will produce a range of strength encompassing that required on the project, shall be used. Laboratory trial mixtures shall be proportioned for maximum permitted slump and air content. Maximum sand content shall be 40 percent of the total aggregate SSD weight. Aggregate quantities shall be based on the mass in a saturated surface dry condition.

2.11.3 Mixture Proportioning Procedure

The Contractor shall perform the following:

- a. Fabricate, cure and test 6 test cylinders per age for each mixture at 7 and 28 days.
- b. Using the average strength for each $w/(c+p)$, plot the results from each of the three mixtures on separate graphs for $w/(c+p)$ versus 28-day strength.
- c. From the graphs select a $w/(c+p)$ which will produce a mixture giving a 28-day strength equal to the required strength determined in accordance with the following paragraph.

2.11.4 Average Strength Required for Mixtures

In order to ensure meeting, during production, the strength requirements specified, the mixture proportions selected shall produce a required average strength, f'_{cr} , exceeding the specified strength, f'_c , in accordance with procedures in Chapter 3 of ACI 301, "Proportioning."

PART 3 EXECUTION

3.1 CONDITIONING OF UNDERLYING MATERIAL

Underlying material upon which concrete is to be placed shall be clean, damp, and free from debris, waste concrete or cement, frost, ice, and standing or running water. After the underlying material has been prepared for concrete placement, no equipment shall be permitted thereon.

3.2 WEATHER LIMITATIONS

3.2.1 Hot Weather Paving

The temperature of concrete shall not exceed 90 degrees F. Steel forms, dowels and reinforcing shall be cooled prior to concrete placement when steel temperatures are greater than 120 degrees F.

3.2.2 Cold Weather Paving

The ambient temperature of the air at the placing site and the temperature of surfaces to receive concrete shall be not less 40 degrees F. The temperature of the concrete when placed shall be not less than 50 degrees F. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals or other materials shall not be incorporated in the concrete to prevent freezing. Upon written approval, chemical admixture conforming to ASTM C 494/C 494M Type C or E may be used provided it contains no calcium chloride. Calcium chloride shall not be used at any time. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing, and at a temperature above freezing for the remainder of the curing period. Pavement damaged by freezing shall be completely removed and replaced at the Contractor's expense as specified in paragraph, REPAIR, REMOVAL, AND REPLACEMENT OF SLABS.

3.3 CONCRETE PRODUCTION

3.3.1 General Requirements

Concrete shall be deposited in front of the paver within 45 minutes from the time cement has been charged into the mixing drum, except that if the ambient temperature is above 90 degrees F, the time shall be reduced to 30 minutes. Every load of concrete delivered to the paving site shall be accompanied by a batch ticket from the operator of the batching plant. Tickets shall show at least the mass, or volume, of all ingredients in each batch delivered, the water meter and revolution meter reading on truck mixers and the time of day. Tickets shall be delivered to the placing foreman who shall keep them on file and deliver them to the Government daily.

3.3.2 Transporting and Transfer-Spreading Operations

Non-agitating equipment shall be used only on smooth roads and for haul time less than 15 minutes. Equipment shall be allowed to operate on the underlying material only if no damage is done to the underlying material and its degree of compaction. Any disturbance to the underlying material that does occur shall be corrected before the paver-finisher reaches the location of the disturbance and the equipment shall be replaced or procedures changed to prevent any future damage. Additional water may be added to truck mixers to bring the slump within the specified range provided the mixture water-cement ratio is not exceeded.

3.4 PAVING

Pavement shall be constructed with paving and finishing equipment utilizing fixed forms.

3.4.1 Consolidation

The paver vibrators shall be inserted into the concrete no closer to the underlying material than 2 inches. The vibrators or any tamping units in front of the paver shall be automatically controlled so that they shall be stopped immediately as forward motion ceases. Excessive vibration shall not be permitted. Concrete in small, odd-shaped slabs or in locations inaccessible to the paver mounted vibration equipment shall be vibrated with

a hand-operated immersion vibrator. Vibrators shall not be used to transport or spread the concrete.

3.4.2 Operation

When the paver is operated between or adjacent to previously constructed pavement (fill-in lanes), provisions shall be made to prevent damage to the previously constructed pavement, including keeping the existing pavement surface free of any debris, and placing rubber mats beneath the paver tracks. Transversely oscillating screeds and extrusion plates shall overlap the existing pavement the minimum possible, but in no case more than 8 inches.

3.4.3 Required Results

The paver-finisher shall be operated to produce a thoroughly consolidated slab throughout, true to line and grade within specified tolerances. The paver-finishing operation shall produce a surface finish free of irregularities, tears, voids of any kind, and any other discontinuities. It shall produce only a very minimum of paste at the surface. Multiple passes of the paver-finisher shall not be permitted. The equipment and its operation shall produce a finished surface requiring no hand finishing, other than the use of cutting straightedges, except in very infrequent instances. No water, other than true fog sprays (mist), shall be applied to the concrete surface during paving and finishing.

3.4.4 Fixed Form Paving

Forms shall be steel, except that wood forms may be used for curves having a radius of 150 feet or less, and for fillets. Forms may be built up with metal or wood, added only to the base, to provide an increase in depth of not more than 25 percent. The base width of the form shall be not less than eight-tenths of the vertical height of the form, except that forms 8 inches or less in vertical height shall have a base width not less than the vertical height of the form. Wood forms for curves and fillets shall be adequate in strength and rigidly braced. Forms shall be set on firm material cut true to grade so that each form section when placed will be firmly in contact with the underlying layer for its entire base. Forms shall not be set on blocks or on built-up spots of underlying material. Forms shall remain in place at least 12 hours after the concrete has been placed. Forms shall be removed without injuring the concrete.

3.4.6 Placing Reinforcing Steel

Reinforcement shall be positioned on suitable chairs securely fastened to the subgrade prior to concrete placement, or may be placed on an initial layer of consolidated concrete, with the subsequent layer placed within 30 minutes of the first layer placement.

3.4.7 Placing Dowels

Dowels shall be installed with alignment not greater than 1/8 inch per ft. Except as otherwise specified below, location of dowels shall be within a horizontal tolerance of plus or minus 5/8 inch and a vertical tolerance of plus or minus 3/16 inch. The portion of each dowel intended to move within the concrete or expansion cap shall be painted with one coat of rust inhibiting primer paint, and then oiled just prior to placement. Dowels in

joints shall be omitted when the center of the dowel is located within a horizontal distance from an intersecting joint equal to or less than one-fourth of the slab thickness.

3.4.7.2 Construction Joints-Fixed Form Paving

Installation of dowels shall be by the bonded-in-place method, supported by means of devices fastened to the forms. Installation by removing and replacing in preformed holes will not be permitted.

3.4.7.3 Dowels Installed in Hardened Concrete

Installation shall be by bonding the dowels into holes drilled into the hardened concrete. Holes approximately 1/8 inch greater in diameter than the dowels shall be drilled into the hardened concrete. Dowels shall be bonded in the drilled holes using epoxy resin injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel so as to completely fill the void around the dowel. Application by buttering the dowel shall not be permitted. The dowels shall be held in alignment at the collar of the hole, after insertion and before the grout hardens, by means of a suitable metal or plastic collar fitted around the dowel. The vertical alignment of the dowels shall be checked by placing the straightedge on the surface of the pavement over the top of the dowel and measuring the vertical distance between the straightedge and the beginning and ending point of the exposed part of the dowel.

3.5 FINISHING

Clary screeds or other rotating pipe or tube type equipment shall not be permitted. The sequence of machine operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, texturing, and then edging of joints. Hand finishing shall be used only infrequently and only on isolated areas of odd slab shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine finished pavement shall be kept to an absolute minimum. Equipment to be used for supplemental hand finishing shall primarily be 10 to 12 feet cutting straightedges; only very sparing use of bull floats shall be allowed. At no time shall water be added to the surface of the slab in any way, except for fog (mist) sprays to prevent plastic shrinkage cracking.

3.5.1 Machine Finishing With Fixed Forms

The machine shall be designed to ride the forms. Machines that cause displacement of the forms shall be replaced. The machine shall make only one pass over each area of pavement. If the equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted as necessary.

3.5.3 Surface Correction

While the concrete is still plastic, irregularities and marks in the pavement surface shall be eliminated by means of cutting straightedges, 10 to 12 feet in length. Depressions shall be filled with freshly mixed concrete, struck off, consolidated, and refinished. Projections above the required elevation shall also be struck off and refinished. Long-handled,

flat "bull floats" shall be used sparingly and only as necessary to correct minor, scattered surface defects. Finishing with hand floats and trowels shall be held to the absolute minimum necessary. Joints and edges shall not be overfinished.

3.5.4 Hand Finishing

Hand finishing operations shall be used only for those unusual slabs as specified previously. Grate tampers (jitterbugs) shall not be used. As soon as placed and vibrated, the concrete shall be struck off and screeded. The surface shall be tamped with a strike-off and tamping screed, or vibratory screed. Immediately following the final tamping of the surface, the pavement shall be floated longitudinally. Long-handled, flat bull floats shall be used sparingly and only as necessary to correct surface defects. Finishing with hand floats and trowels shall be held to the absolute minimum necessary. Joints and edges shall not be overfinished. No water shall be added to the pavement during finishing operations.

3.5.5 Texturing

Before the surface sheen has disappeared and before the concrete hardens, the surface of the pavement shall be given a texture as described herein. Following initial texturing on the first day of placement, the Placing Foreman, Contracting Officer representative, and a representative of the Using Agency shall inspect the texturing for compliance with design requirements. After curing is complete, all textured surfaces shall be thoroughly power broomed to remove all debris. Any type of transverse texturing shall produce grooves in straight lines across each lane within a tolerance of plus or minus 13 mm (1/2 inch) of a true line. The concrete in areas of recesses for tie-down anchors, lighting fixtures, and other outlets in the pavement shall be finished to provide a surface of the same texture as the surrounding area.

3.5.5.1 Fabric-Drag Surface Finish

Surface texture shall be applied by dragging the surface of the pavement, in the direction of the concrete placement, with a moist fabric drag. The dragging shall produce a uniform finished surface having a fine sandy texture without disfiguring marks.

3.5.6 Edging

After texturing has been completed, the edge of the slabs along the forms shall be carefully finished with an edging tool to form a smooth rounded surface of 1/8-inch radius. No water shall be added to the surface during edging.

3.6 CURING

Concrete shall be continuously protected against loss of moisture and rapid temperature changes for at least 7 days from the completion of finishing operations. Unhardened concrete shall be protected from rain and flowing water. During hot weather with low humidity and/or wind, the Contractor shall institute measures to prevent plastic shrinkage cracks from developing. ACI 305R contains means of predicting plastic shrinkage cracking and preventative measures. Plastic shrinkage cracks that occur shall be filled by injection of epoxy resin after the concrete hardens.

Plastic shrinkage cracks shall never be troweled over or filled with slurry. Curing shall be accomplished by one of the following methods.

3.6.1 Membrane Curing

A uniform coating of white-pigmented membrane-forming curing compound shall be applied to the entire exposed surface of the concrete including pavement edges as soon as the free water has disappeared from the surface after finishing. If evaporation is high and no moisture is present on the surface even though bleeding has not stopped, fog sprays shall be used to keep the surface moist until setting of the cement occurs. Curing compound shall then be immediately applied. Curing compound shall be applied to the finished surfaces by means of a self-propelled automatic spraying machine, equipped with multiple spraying nozzles with wind shields, spanning the newly paved lane. The curing compound shall be applied at a maximum application rate of 200 square feet per gallon. The application of curing compound by hand-operated, mechanical powered pressure sprayers will be permitted only on odd widths or shapes of slabs where indicated and on concrete surfaces exposed by the removal of forms. The compound shall form a uniform, continuous, cohesive film that will not check, crack, or peel and that will be free from pinholes and other discontinuities. Areas where the curing compound develops the above defects or is damaged by heavy rainfall, sawing or other construction operations within the curing period, shall be immediately resprayed.

3.6.2 Moist Curing

Concrete to be moist-cured shall be maintained continuously wet for the entire curing period, commencing immediately after finishing. Surfaces shall be cured by ponding, by continuous sprinkling, by continuously saturated burlap or cotton mats, or by continuously saturated plastic coated burlap. Impervious sheet curing shall not be used.

3.7 JOINTS

No deviation from the jointing pattern shown on the drawings shall be made without written approval of the Design District Pavement or Geotechnical Engineer. All joints shall be straight, perpendicular to the finished grade of the pavement, and continuous from edge to edge or end to end of the pavement with no abrupt offset and no gradual deviation greater than 1/2 inch.

3.7.1 Longitudinal Construction Joints

Dowels shall be installed in the longitudinal construction joints, or the edges shall be thickened as indicated.

3.7.2 Transverse Construction Joints

Transverse construction joints shall be installed at a planned transverse joint, at the end of each day's placing operations and when concrete placement is interrupted. Transverse construction joints shall be constructed either by utilizing headers and hand placement and finishing techniques, or by placing concrete beyond the transverse construction joint location and then saw cutting full depth and removing concrete back to the transverse construction joint location. For the latter case, dowels shall

be installed using methods for dowels installed in hardened concrete described above. All transverse construction joints shall be dowelled.

3.7.3 Expansion Joints

Expansion joints shall be formed where indicated, and about any structures and features that project through or into the pavement, using preformed joint filler of the type, thickness, and width indicated, and shall extend the full slab depth. Edges of the concrete at the joint face shall be edged. The joint filler strips shall be installed to form a recess at the pavement surface to be filled with joint sealant. Expansion joints shall be constructed with thickened edges for load transfer.

3.7.5 Contraction Joints

Transverse and longitudinal contraction joints shall be of the weakened-plane or dummy type. Longitudinal contraction joints shall be constructed by sawing a groove in the hardened concrete with a power-driven saw. Transverse contraction joints shall be constructed in conformance with requirements for sawed joints.

3.7.5.1 Sawed Joints

Sawed contraction joints shall be constructed by sawing a groove in the concrete with a 1/8-inch blade to the indicated depth. The time of initial sawing shall vary depending on existing and anticipated weather conditions and shall be such as to prevent uncontrolled cracking of the pavement. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting the concrete without chipping, spalling, or tearing. The joints shall be sawed at the required spacing consecutively in the sequence of the concrete placement. Sawing at a given joint location shall be discontinued when a crack develops ahead of the saw cut. Immediately after the joint is sawed, the saw cut and adjacent concrete surface shall be thoroughly flushed with water until all waste from sawing is removed from the joint. The surface shall be resprayed with curing compound as soon as free water disappears. The top of the joint opening and the joint groove at exposed edges shall be tightly sealed with cord or backer rod before the concrete in the region of the joint is resprayed with curing compound.

3.7.6 Thickened Edge Joints

Underlying material in the transition area shall meet the requirements for smoothness and compaction specified for all other areas of the underlying material.

3.8 REPAIR, REMOVAL, AND REPLACEMENT OF SLABS

New pavement slabs that contain full-depth cracks shall be removed and replaced, as specified herein at no cost to the Government. Removal and replacement shall be full depth, shall be full width of the paving lane, and the limit of removal shall be from each original transverse joint. The Contracting Officer will determine whether cracks extend full depth of the pavement and may require minimum 6 inch diameter cores to be drilled on the crack to determine depth of cracking. Cores shall be drilled and the hole later filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with epoxy resin. Drilling of cores and

refilling holes shall be at no expense to the Government. Cracks that do not extend full depth of slab shall be cleaned and then pressure injected with epoxy resin, Type IV, Grade 1. The Contractor shall ensure that the crack is not widened during epoxy resin injection. Where a full depth crack intersects the original transverse joint, the slab(s) containing the crack shall be removed and replaced, with dowels installed, as required below. Spalls along joints shall be repaired as specified.

3.8.1 Removal and Replacement of Full Slabs

Unless there are keys or dowels present, all edges of the slab shall be sawcut full depth. If keys, dowels, or tie bars are present along any edges, these edges shall be sawed full depth 6 inches from the edge if only keys are present, or just beyond the end of dowels or tie bars if they are present. These joints shall then be carefully sawed on the joint line to within 1 inch of the depth of the dowel or key. The main slab shall be further divided by sawing full depth, at appropriate locations, and each piece lifted out and removed. The narrow strips along keyed or doweled edges shall be carefully broken up and removed. Care shall be taken to prevent damage to the dowels, tie bars, or keys or to concrete to remain in place. Protruding portions of dowels shall be painted and lightly oiled. The joint face below keys or dowels shall be suitably trimmed so that there is no abrupt offset. If underbreak occurs at any point along any edge, the area shall be hand-filled with concrete, producing an even joint face from top to bottom, before replacing the removed slab. If underbreak over 4 inches deep occurs, the entire slab containing the underbreak shall be removed and replaced. Where there are no dowels, tie bars, or keys on an edge, or where they have been damaged, dowels of the size and spacing as specified for other joints in similar pavement shall be installed by epoxy grouting them into holes drilled into the existing concrete. Original damaged dowels or tie bars shall be cut off flush with the joint face. All four edges of the new slab shall thus contain dowels or original keys or original tie bars. Prior to placement of new concrete, the underlying material shall be graded and recompact, and the surfaces of all four joint faces shall be cleaned of all loose material and contaminants, and coated with a double application of membrane forming curing compound as bond breaker. Placement of concrete shall be as specified for original construction. The resulting joints around the new slab shall be prepared and sealed as specified.

3.8.2 Repairing Spalls Along Joints

Spalls along joints and cracks shall be repaired by first making a vertical saw cut at least 1 inch outside the spalled area and to a depth of at least 2 inches. Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out to remove all unsound concrete. The cavity shall be thoroughly cleaned with high pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Prime coat for portland cement repairs shall be a neat cement grout and for epoxy resin repairs shall be epoxy resin, Type III, Grade 1. The cavity shall be filled with low slump portland cement concrete or mortar, or with epoxy resin concrete or mortar. Portland cement concrete shall be used for larger spalls, those more than 1/3 cu. ft. in size after removal operations;

portland cement mortar shall be used for spalls between 0.03 and 1/3 cu. ft.; and epoxy resin mortar or Type III, Grade 3 epoxy resin for those spalls less than 0.03 cu. ft. in size after removal operations. Portland cement concretes and mortars shall be very low slump mixtures, proportioned, mixed, placed, tamped, and cured. If the materials and procedures are approved in writing, latex modified concrete mixtures may be used for repairing spalls less than 1/3 cu.ft. in size. Epoxy resin mortars shall be made with Type III, Grade 1, epoxy resin, using proportions, mixing, placing, tamping and curing procedures as recommended by the manufacturer. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints.

3.8.3 Areas Defective in Plan Grade or Smoothness

In areas not meeting the specified limits for surface smoothness and plan grade, high areas shall be reduced to attain the required smoothness and grade, except as depth is limited below. High areas shall be reduced by grinding the hardened concrete with a surface grinding machine after the concrete is 14 days or more old. The depth of grinding shall not exceed 1/4 inch. All pavement areas requiring plan grade or surface smoothness corrections in excess of the specified limits, shall be removed and replaced. In pavement areas given a wire comb or tined texture, areas exceeding 25 square feet that have been corrected by rubbing or grinding shall be retextured by grooving machine sawn grooves meeting the requirements for the wire comb or tined texture. All areas in which grinding has been performed will be subject to the thickness tolerances specified in paragraph Thickness. Any grinding performed on individual slabs with excessive deficiencies shall be performed at the Contractor's own decision without entitlement to additional compensation if eventual removal of the slab is required.

3.9 EXISTING CONCRETE PAVEMENT REMOVAL AND REPAIR

Existing concrete pavement shall be removed as indicated and specified herein. Removal, repair and replacement shall be made as indicated and as specified in paragraph 3.8 REPAIR, REMOVAL, AND REPLACEMENT OF SLABS.

3.10 PAVEMENT PROTECTION

The Contractor shall protect the pavement against all damage prior to final acceptance of the work. Traffic shall be excluded from the new pavement. As a construction expedient in paving intermediate lanes between newly paved pilot lanes, operation of the hauling equipment will be permitted on the new pavement after the pavement has been cured for 7 days and the joints have been sealed or otherwise protected. All new and existing pavement carrying construction traffic or equipment shall be continuously kept completely clean. Special cleaning and care shall be used where Contractor's traffic uses or crosses active airfield pavement.

3.11 TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL (CQC)

Paragraph ACCEPTABILITY OF WORK contains additional CQC requirements. The Contractor shall perform the inspection and tests described below and, based upon the results of these inspections and tests, shall take the action

required and submit reports as specified. When, in the opinion of the Contracting Officer, the paving operation is out of control, concrete placement shall cease.

3.11.1 Batch Plant Control

A daily report shall be prepared indicating checks made for scale accuracy with test weights, checks of batching accuracy, and corrective action taken prior to and during placement for weighing or batching, type and source of cement used, type and source of pozzolan or slag used, amount and source of admixtures used, aggregate source, the required aggregate and water masses per cubic yd, amount of water as free moisture in each size of aggregate, and the batch aggregate and water masses per cubic yd. for each class of concrete batched during each day's plant operation.

3.11.2 Concrete Mixture

- a. Air Content Testing. Air content tests shall be made when test specimens are fabricated. In addition, at least two other tests for air content shall be made on randomly selected batches of each separate concrete mixture produced during each 8-hour period of paving. Whenever air content reaches specified limits, an immediate confirmatory test shall be made. If the second test also shows air content at or exceeding specified limits, an adjustment shall immediately be made in the amount of air-entraining admixture batched to bring air content within specified limits. If the next adjusted batch of concrete is not within specified limits, concrete placement shall be halted until concrete air content is within specified limits.
- b. Slump Testing. Slump tests shall be made when test specimens are fabricated. Additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Whenever slump approaches the maximum limit, an adjustment shall immediately be made in the batch masses of water and fine aggregate, without exceeding the maximum $w/(c+p)$. When a slump result exceeds the specification limit, no further concrete shall be delivered to the paving site until adjustments have been made and slump is again within the limit.
- c. Temperature. The temperature of the concrete shall be measured when strength specimens are fabricated.
- d. Concrete Strength Testing. Four (4) cylinders from the same batch shall be fabricated, cured and tested for compressive strength, testing two cylinders at 7-day and two cylinders at 28-day age. A minimum of one set of four (4) cylinders shall be fabricated, cured and tested for each shift of concrete placement. Control charts for strength, showing the 7-day and 28-day CQC compressive strengths, and the 28-day required compressive strength, shall be maintained and submitted with weekly CQC Reports.

3.11.3 Inspection Before Placing

Underlying materials, joint locations and types, construction joint faces, forms, reinforcing, dowels, and embedded items shall be inspected by a Registered Engineer in sufficient time prior to each paving operation in

order to certify to the Contracting Officer that they are ready to receive concrete. The results of each inspection shall be reported in writing, and the certification signed by the Registered Engineer, prior to each days' paving.

3.11.4 Paving Operations

The placing foreman shall supervise all placing and paving operations, shall determine that the correct quality of concrete is placed in each location as shown, shall insure that the concrete is consolidated full depth and that finishing is performed as specified. The placing foreman shall be responsible for measuring and recording concrete temperatures and ambient temperature hourly during placing operations, weather conditions, time of placement, volume of concrete placed, and method of paving and any problems encountered.

3.11.5 Curing Inspection

- a. Moist Curing Inspections. Each day on both work and non-work days, an inspection shall be made of all areas subject to moist curing. The surface moisture condition shall be noted and recorded. When any inspection finds an area of inadequate curing, immediate corrective action shall be taken, and the required curing period for the area shall be extended by 1 day.
- b. Membrane Curing Inspection. At the end of each day's placement, the CQC Representative shall determine the quantity of compound used by measurement of the container; shall determine the area of concrete surface covered; shall then compute the rate of coverage in square meters per L(square feet per gallon) and shall also note whether or not coverage is uniform. When the coverage rate of the curing compound is less than that specified or when the coverage is not uniform, the entire surface shall be sprayed again.

3.11.6 Cold-Weather Protection

At least once per day, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.

3.11.7 Reports

All results of tests or inspections conducted shall be reported informally as they are completed and in writing daily. A weekly report, signed by a registered engineer, shall be prepared for the updating of control charts and test data, and all CQC inspections and actions covering the entire period from the start of the construction through the current week. Reports of failures and the action taken shall be confirmed in writing in the routine reports. The Contracting Officer has the right to examine all CQC records. A copy of weekly reports shall be faxed to the Design District Pavement or Geotechnical Engineer. At the completion of concrete placement, a certification report shall be prepared containing mix designs, all updated control charts and concrete test data, quality control reports, smoothness reports, and other pertinent data on the concrete, with a certification by a registered engineer that the concrete placed meets all specification requirements. A copy of the certification report shall be mailed to the Design District pavement or Geotechnical Engineer.

END OF SECTION

SECTION 02760

FIELD MOLDED SEALANTS FOR SEALING JOINTS AND CRACKS IN RIGID PAVEMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C 509	(2000) Elastomeric Cellular Preformed Gasket and Sealing Material
ASTM D 789	(1998) Determination of Relative Viscosity and Moisture Content of Polyamide (PA)
ASTM D 3569	(1995; R 2000) Joint Sealant, Hot-Applied, Elastomeric, Jet-Fuel-Resistant-Type for Portland Cement Concrete Pavements

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 525	(1989) Corps of Engineers Test Method for Evaluation of Hot-Applied Joint Sealants for Bubbling Due to Heating
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1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Manufacturer's Recommendations; G, RE.

Where installation procedures, or any part thereof, are required to be in accordance with the manufacturer's recommendations, printed copies of these recommendations, 30 days prior to use on the project. Installation of the material will not be allowed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

Equipment; G, RE.

List of proposed equipment to be used in performance of construction work including descriptive data, 30 days prior to use on the project.

SD-04 Samples

Materials; G, RE.

Samples of the materials (sealant, primer if required, and backup material), in sufficient quantity for testing and approval 30 days prior to the beginning of work. No material will be allowed to be used until it has been approved.

1.5 TEST REQUIREMENTS

The joint sealant and backup or separating material shall be tested for conformance with the referenced applicable material specification. Testing of the materials shall be performed in an approved independent laboratory and certified copies of the test reports shall be submitted and approved 30 days prior to the use of the materials at the job site. Samples will be retained by the Government for possible future testing should the materials appear defective during or after application. Conformance with the requirements of the laboratory tests specified will not constitute final acceptance of the materials. Final acceptance will be based on the performance of the in-place materials.

1.6 EQUIPMENT

Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and shall be maintained in satisfactory condition at all times.

1.6.1 Joint Cleaning Equipment

1.6.1.1 Tractor-Mounted Routing Tool

The routing tool used for removing old sealant from the joints shall be of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

1.6.1.2 Concrete Saw

A self-propelled power saw with water-cooled diamond or abrasive saw blades will be provided for cutting joints to the depths and widths specified or for refacing joints or cleaning sawed joints where sandblasting does not provide a clean joint.

1.6.1.4 Waterblasting Equipment

Waterblasting equipment shall include a trailer-mounted water tank, pumps, high-pressure hose, wand with safety release cutoff control, nozzle, and auxiliary water resupply equipment. The water tank and auxiliary resupply equipment shall be of sufficient capacity to permit continuous operations. The nozzle shall have an adjustable guide that will hold the nozzle aligned with the joint approximately 1 inch above the pavement surface. The height, angle of inclination and the size of the nozzle shall be adjustable as necessary to obtain satisfactory results. A pressure gauge mounted at the

pump shall show at all times the pressure in pounds per square inch at which the equipment is operating.

1.6.1.5 Hand Tools

Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces.

1.6.2 Sealing Equipment

1.6.2.1 Hot-Poured Sealing Equipment

The unit applicators used for heating and installing ASTM D 3569 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

1.7 TRIAL JOINT SEALANT INSTALLATION

Prior to the cleaning and sealing of the joints for the entire project, a test section of at least 200 feet long shall be prepared using the specified materials and approved equipment, so as to demonstrate the proposed joint preparation and sealing of all types of joints in the project. Following the completion of the test section and before any other joint is sealed, the test section shall be inspected to determine that the materials and installation meet the requirements specified. If it is determined that the materials or installation do not meet the requirements, the materials shall be removed, and the joints shall be recleaned and resealed at no cost to the Government. When the test section meets the requirements, it may be incorporated into the permanent work and paid for at the contract unit price per linear foot for sealing items scheduled. All other joints shall be prepared and sealed in the manner approved for sealing the test section.

1.8 DELIVERY AND STORAGE

Materials delivered to the job site shall be inspected for defects, unloaded, and stored with a minimum of handling to avoid damage. Storage facilities shall be provided by the Contractor at the job site for maintaining materials at the temperatures and conditions recommended by the manufacturer.

1.9 ENVIRONMENTAL CONDITIONS

The ambient air temperature and the pavement temperature within the joint wall shall be a minimum of 10 degrees C (50 degrees F) and rising at the time of application of the materials. Sealant shall not be applied if moisture is observed in the joint.

PART 2 PRODUCTS

2.1 SEALANTS

Materials for sealing joints and cracks in the various paved areas indicated on the drawings shall be as follows:

Sealing Material

ASTM D 3569 and COE CRD-C 525

2.2 PRIMERS

When primers are recommended by the manufacturer of the sealant, their use shall be in accordance with the recommendation of the manufacturer.

2.3 BACKUP MATERIALS

The backup material shall be a compressible, nonshrinking, nonstaining, nonabsorbing material and shall be nonreactive with the joint sealant. The material shall have a melting point at least 5 degrees F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D 789. The material shall have a water absorption of not more than 5 percent of the sample weight when tested in accordance with ASTM C 509. The backup material shall be 25 plus or minus 5 percent larger in diameter than the nominal width of the crack.

2.4 BOND BREAKING TAPES

The bond breaking tape or separating material shall be a flexible, nonshrinkable, nonabsorbing, nonstaining, and nonreacting adhesive-backed tape. The material shall have a melting point at least 5 degrees F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D 789. The bond breaker tape shall be approximately 1/8 inch wider than the nominal width of the joint and shall not bond to the joint sealant.

PART 3 EXECUTION

3.1 PREPARATION OF JOINTS

Immediately before the installation of the sealant, the joints and cracks shall be thoroughly cleaned to remove all laitance, curing compound, filler, protrusions of hardened concrete, and old sealant from the sides and upper edges of the joint or crack space to be sealed.

3.1.1 Existing Sealant Removal

The in-place sealant shall be cut loose from both joint or crack faces and to the depth shown on the drawings, using the tractor-mounted routing equipment, concrete saw, and/or waterblaster as specified in paragraph EQUIPMENT. Depth shall be sufficient to accommodate any separating or backup material that is required to maintain the depth of new sealant to be installed. Prior to further cleaning operations, all loose old sealant remaining in the joint opening shall be removed by blowing with compressed air. Hand tools may be required to remove sealant from random cracks. Chipping, spalling, or otherwise damaging the concrete will not be allowed.

3.1.2 Sawing

3.1.2.1 Refacing of Joints

Refacing of joints shall be accomplished using a concrete saw as specified in paragraph EQUIPMENT to remove all residual old sealant and a minimum of concrete from the joint face to provide exposure of newly cleaned concrete, and, if required, to enlarge the joint opening to the width and depth shown on the drawings. The blade shall be stiffened with a sufficient number of suitable dummy (used) blades or washers. Immediately following the sawing operation, the joint opening shall be thoroughly cleaned using a water jet to remove all saw cuttings and debris.

3.1.2.2 Refacing of Random Cracks

Sawing of the cracks shall be accomplished using a power-driven concrete saw as specified in paragraph EQUIPMENT. The saw blade shall be 6 inches or less in diameter to enable the saw to follow the trace of the crack. The blade shall be stiffened as necessary with suitable dummy (or used) blades or washers. Immediately following the sawing operation, the crack opening shall be thoroughly cleaned using a water jet to remove all saw cuttings and debris.

3.1.3 Sandblasting

The newly exposed concrete joint faces and the pavement surfaces extending a minimum of 1/2 inch from the joint edges shall be waterblasted clean. A multiple-pass technique shall be used until the surfaces are free of dust, dirt, curing compound, filler, old sealant residue, or any foreign debris that might prevent the bonding of the sealant to the concrete. After final cleaning and immediately prior to sealing, the joints shall be blown out with compressed air and left completely free of debris and water.

3.1.4 Back-Up Material

When the joint opening is of a greater depth than indicated for the sealant depth, the lower portion of the joint opening shall be plugged or sealed off using a back-up material to prevent the entrance of the sealant below the specified depth. Care shall be taken to ensure that the backup material is placed at the specified depth and is not stretched or twisted during installation.

3.1.5 Bond Breaking Tape

Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, a bond breaker separating tape will be inserted to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. The tape shall be securely bonded to the bottom of the joint opening so it will not float up into the new sealant.

3.1.6 Rate of Progress of Joint Preparation

The stages of joint preparation which include sandblasting, air pressure cleaning and placing of the back-up material shall be limited to only that lineal footage that can be sealed during the same day.

3.2 PREPARATION OF SEALANT

3.2.1 Hot-Poured Sealants

Sealants conforming to ASTM D 3569 shall not be heated in excess of the safe heating temperature recommended by the manufacturer as shown on the sealant containers. Sealant that has been overheated or subjected to application temperatures for over 4 hours or that has remained in the applicator at the end of the day's operation shall be withdrawn and wasted.

3.3 INSTALLATION OF SEALANT

3.3.1 Time of Application

Joints shall be sealed immediately following final cleaning of the joint walls and following the placement of the separating or backup material. Open joints that cannot be sealed under the conditions specified, or when rain interrupts sealing operations shall be recleaned and allowed to dry prior to installing the sealant.

3.3.2 Sealing Joints

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, a final cleaning with compressed air shall be performed. The joints shall be filled from the bottom up to 1/8 inch plus or minus 1/16 inch below the pavement surface. Excess or spilled sealant shall be removed from the pavement by approved methods and shall be discarded. The sealant shall be installed in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the Contracting Officer. When a primer is recommended by the manufacturer, it shall be applied evenly to the joint faces in accordance with the manufacturer's instructions. Joints shall be checked frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

3.4 INSPECTION

3.4.1 Joint Cleaning

Joints shall be inspected during the cleaning process to correct improper equipment and cleaning techniques that damage the concrete pavement in any manner. Cleaned joints shall be approved prior to installation of the separating or back-up material and joint sealant.

3.4.2 Joint Sealant Application Equipment

The application equipment shall be inspected to ensure conformance to temperature requirements, proper proportioning and mixing (if two-component sealant) and proper installation. Evidences of bubbling, improper installation, failure to cure or set shall be cause to suspend operations until causes of the deficiencies are determined and corrected.

3.4.3 Joint Sealant

The joint sealant shall be inspected for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant,

reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified herein at no additional cost to the Government.

3.5 CLEAN-UP

Upon completion of the project, all unused materials shall be removed from the site and the pavement shall be left in a clean condition.

END OF SECTION

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SECTION 02763

PAVEMENT MARKINGS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 247 (1981; R 1996) Glass Beads Used in Traffic Paint

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 792 (1998) Density and Specific Gravity (Relative Density) of Plastics by Displacement

ASTM D 4280 (1996) Extended Life Type, Nonplowable, Prismatic, Raised, Retroreflective Pavement Markers

ASTM D 4505 (1996) Preformed Plastic Pavement Marking Tape for Extended Service Life

ASTM E 28 (1999) Softening Point of Resins by Ring and Ball Apparatus

FEDERAL SPECIFICATIONS (FS)

FS TT-B-1325 (Rev C; Notice 1; Canc. Notice 2) Beads (Glass Spheres) Retro-Reflective (Metric)

FS TT-P-1952 (Rev D; Canc. Notice 1) Paint, Traffic and Airfield Marking, Waterborne (Metric)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Equipment; G, RE

Lists of proposed equipment, including descriptive data, and notifications of proposed Contractor actions as specified in this section. List of removal equipment shall include descriptive data

indicating area of coverage per pass, pressure adjustment range, tank and flow capacities, and safety precautions required for the equipment operation.

Composition Requirements; G, RE

Manufacturer's current printed product description and Material Safety Data Sheets (MSDS) for each type paint/color proposed for use.

Qualifications

Document certifying that personnel are qualified for equipment operation and handling of chemicals.

SD-06 Test Reports

Sampling and Testing; G, RE

Certified copies of the test reports, prior to the use of the materials at the jobsite. Testing shall be performed in an approved independent laboratory.

SD-07 Certificates

Volatile Organic Compound (VOC)

Certificate stating that the proposed pavement marking paint meets the VOC regulations of the local Air Pollution Control District having jurisdiction over the geographical area in which the project is located.

1.3 DELIVERY AND STORAGE

All materials shall be delivered and stored in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, and directions, all of which shall be plainly legible at time of use.

1.4 EQUIPMENT

All machines, tools and equipment used in the performance of the work shall be approved and maintained in satisfactory operating condition. Equipment operating on roads and runways shall display low speed traffic markings and traffic warning lights.

1.4.1 Paint Application Equipment

The equipment to apply paint to pavements shall be a self-propelled or mobile-drawn pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall have a speed during application not less than 5 mph, and shall be capable of applying the stripe widths indicated, at the paint coverage rate specified in paragraph APPLICATION, and of even uniform thickness with clear-cut edges. The equipment used to apply the paint binder to airfield pavements shall be a self-propelled or mobile-drawn pneumatic spraying machine with an arrangement of atomizing nozzles capable of applying a line

width at any one time in multiples of 6 inches, from 6 inches to 36 inches. The paint applicator shall have paint reservoirs or tanks of sufficient capacity and suitable gauges to apply paint in accordance with requirements specified. Tanks shall be equipped with suitable air-driven mechanical agitators. The spray mechanism shall be equipped with quick-action valves conveniently located, and shall include necessary pressure regulators and gauges in full view and reach of the operator. Paint strainers shall be installed in paint supply lines to ensure freedom from residue and foreign matter that may cause malfunction of the spray guns. The paint applicator shall be readily adaptable for attachment of an air-actuated dispenser for the reflective media approved for use. Pneumatic spray guns shall be provided for hand application of paint in areas where the mobile paint applicator cannot be used.

1.4.2 Reflective Media Dispenser

The dispenser for applying the reflective media shall be attached to the paint dispenser and shall operate automatically and simultaneously with the applicator through the same control mechanism. The dispenser shall be capable of adjustment and designed to provide uniform flow of reflective media over the full length and width of the stripe at the rate of coverage specified in paragraph APPLICATION, at all operating speeds of the applicator to which it is attached.

1.4.3 Surface Preparation Equipment

1.4.3.1 Sandblasting Equipment

Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall be capable of furnishing not less than 150 cfm of air at a pressure of not less than 90 psi at each nozzle used, and shall be equipped with traps that will maintain the compressed air free of oil and water.

1.4.3.2 Waterblast Equipment

The water pressure shall be specified at 2600 psi at 140 degrees F in order to adequately clean the surfaces to be marked.

1.4.4 Marking Removal Equipment

Equipment shall be mounted on rubber tires and shall be capable of removing markings from the pavement without damaging the pavement surface or joint sealant. Waterblasting equipment shall be capable of producing an adjustable, pressurized stream of water. Sandblasting equipment shall include an air compressor, hoses, and nozzles. The compressor shall be equipped with traps to maintain the air free of oil and water.

1.4.4.1 Shotblasting Equipment

Shotblasting equipment shall be capable of producing an adjustable depth of removal of marking and pavement. Each unit shall be self-cleaning and self-contained, shall be able to confine dust and debris from the operation, and shall be capable of recycling the abrasive for reuse.

1.4.4.2 Chemical Equipment

Chemical equipment shall be capable of application and removal of chemicals from the pavement surface, and shall leave only non-toxic biodegradeable residue.

1.4.5 Traffic Controls

Suitable warning signs shall be placed near the beginning of the worksite and well ahead of the worksite for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines or freshly placed raised markers to control traffic and prevent damage to newly painted surfaces or displacement of raised pavement markers. Painting equipment shall be marked with large warning signs indicating slow-moving painting equipment in operation.

1.5 HAND-OPERATED, PUSH-TYPE MACHINES

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces will be acceptable for marking small streets and parking areas. Applicator machine shall be equipped with the necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spray guns shall be provided for use in areas where push-type machines cannot be used.

1.6 MAINTENANCE OF TRAFFIC

1.6.1 Airfield

The performance of work in the controlled zones of airfields shall be coordinated with the Contracting Officer and with the Flight Operations Officer. Verbal communications shall be maintained with the control tower before and during work in the controlled zones of the airfield. The control tower shall be advised when the work is completed. A radio for this purpose will be provided by the Government.

1.7 WEATHER LIMITATIONS FOR REMOVAL

Pavement surface shall be free of snow, ice, or slush. Surface temperature shall be at least 40 degrees F and rising at the beginning of operations, except those involving shot or sand blasting. Operation shall cease during thunderstorms. Operation shall cease during rainfall, except for waterblasting and removal of previously applied chemicals. Waterblasting shall cease where surface water accumulation alters the effectiveness of material removal.

PART 2 PRODUCTS

2.1 PAINT

The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of 6 months. Paints for airfields shall conform to FS TT-P-1952, color as indicated. Pavement marking paints shall comply with

applicable state and local laws enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the local Air Pollution Control District.

2.2 RAISED REFLECTIVE MARKERS

Either metallic or nonmetallic markers of the button or prismatic reflector type may be used. Markers shall be of permanent colors, match existing colors, and shall retain the color and brightness under the action of traffic. Button markers shall have a diameter of not less than 4 inches, and shall be placed at pre-existing locations. Markers shall have rounded surfaces presenting a smooth contour to traffic and shall not project more than 3/4 inch above level of pavement. Pavement markers and adhesive epoxy shall conform to ASTM D 4280. The raised reflective markers shall be as specified, or the existing raised reflective markers may be removed and reused, dependent on condition.

2.3 REFLECTIVE MEDIA

Reflective media for airfields shall conform to FS TT-B-1325, Type I, Gradation A.

2.4 SAMPLING AND TESTING

Materials proposed for use shall be stored on the project site in sealed and labeled containers, or segregated at source of supply, sufficiently in advance of needs to allow 60 days for testing. Upon notification by the Contractor that the material is at the site or source of supply, a sample shall be taken by random selection from sealed containers by the Contractor in the presence of a representative of the Contracting Officer. Samples shall be clearly identified by designated name, specification number, batch number, manufacturer's formulation number, project contract number, intended use, and quantity involved. Testing shall be performed in an approved independent laboratory. If materials are approved based on reports furnished by the Contractor, samples will be retained by the Government for possible future testing should the material appear defective during or after application.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Surfaces to be marked shall be thoroughly cleaned before application of the pavement marking material. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required. Rubber deposits, surface laitance, existing paint markings, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Areas of old pavement affected with oil or grease shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinsed thoroughly after each application. After cleaning, oil-soaked areas shall be sealed with cut shellac to prevent bleeding through the new paint. Pavement surfaces shall be allowed to dry, when water is used for cleaning, prior to striping or marking. Surfaces shall be recleaned, when work has been stopped due to rain.

3.1.1 Pretreatment for Early Painting

Where early painting is required on rigid pavements, a pretreatment with an aqueous solution containing 3 percent phosphoric acid and 2 percent zinc chloride shall be applied to prepared pavement areas prior to painting.

3.1.2 Cleaning Existing Pavement Markings

In general, markings shall not be placed over existing pavement marking patterns. Existing pavement markings, which are in good condition but interfere or conflict with the newly applied marking patterns, shall be removed. Deteriorated or obscured markings that are not misleading or confusing or interfere with the adhesion of the new marking material do not require removal. Whenever grinding, scraping, sandblasting or other operations are performed the work must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing. When these operations are completed the pavement surface shall be blown off with compressed air to remove residue and debris resulting from the cleaning work.

3.1.3 Cleaning Concrete Curing Compounds

On new Portland cement concrete pavements, cleaning operations shall not begin until a minimum of 30 days after the placement of concrete. All new concrete pavements shall be cleaned by water blasting. The extent of the blasting work shall be to clean and prepare the concrete surface as follows:

- a. There is no visible evidence of curing compound on the peaks of the textured concrete surface.
- b. There are no heavy puddled deposits of curing compound in the valleys of the textured concrete surface.
- c. All remaining curing compound is intact; all loose and flaking material is removed.
- d. The peaks of the textured pavement surface are rounded in profile and free of sharp edges and irregularities.
- e. The surface to be marked is dry.

3.2 APPLICATION

All pavement markings and patterns shall be placed as shown on the plans.

3.2.1 Paint

Paint shall be applied to clean, dry surfaces, and only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. New asphalt pavement surfaces and new Portland concrete cement shall be allowed to cure for a period of not less than 30 days before applications of paint. Paint shall be applied pneumatically with approved equipment at rate of coverage specified. The Contractor shall provide guide lines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. Edges of markings shall be sharply outlined.

3.2.1.1 Rate of Application

a. Reflective Markings: Pigmented binder shall be applied evenly to the pavement area to be coated at a rate of 105 plus or minus 5 square feet per gallon. Glass spheres shall be applied uniformly to the wet paint on airfield pavement at a rate of 8 plus or minus 0.5 pounds of glass spheres per gallon of paint.

b. Nonreflective Markings: Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon.

3.2.1.2 Drying

The maximum drying time requirements of the paint specifications will be strictly enforced to prevent undue softening of bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a delay in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

3.2.4 Raised Reflective Markers

Prefabricated markers shall be aligned carefully at the required pre-existing locations and permanently fixed in place by means of epoxy resin adhesives. To insure good bond, pavement in areas where markers will be set shall be thoroughly cleaned by sandblasting and use of compressed air prior to applying adhesive.

3.2.5 Reflective Media

Application of reflective media shall immediately follow application of pigmented binder. Drop-on application of glass spheres shall be accomplished to insure that reflective media is evenly distributed at the specified rate of coverage. Should there be malfunction of either paint applicator or reflective media dispenser, operations shall be discontinued immediately until deficiency is corrected.

3.3 MARKING REMOVAL

Pavement marking, including plastic tape, shall be removed in the areas shown on the drawings. Removal of marking shall be as complete as possible without damage to the surface. Aggregate shall not be exposed by the removal process. After the markings are removed, the cleaned pavement surfaces shall exhibit adequate texture for remarking as specified in paragraph SURFACE PREPARATION. Contractor shall demonstrate removal of pavement marking in an area designated by the Contracting Officer. The demonstration area will become the standard for the remainder of the work.

3.3.1 Equipment Operation

Equipment shall be controlled and operated to remove markings from the pavement surface, prevent dilution or removal of binder from underlying pavement, and prevent emission of blue smoke from asphalt or tar surfaces.

3.3.2 Cleanup and Waste Disposal

The worksite shall be kept clean of debris and waste from the removal operations. Cleanup shall immediately follow removal operations in areas subject to air traffic. Debris shall be disposed of at approved sites.

END OF SECTION

SECTION 02964

COLD MILLING OF BITUMINOUS PAVEMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136 (1996a) Sieve Analysis of Fine and Coarse Aggregates

1.2 EQUIPMENT, TOOLS, AND MACHINES

Equipment, tools, and machines used in the performance of the work shall be maintained in a satisfactory working condition.

1.2.1 Cold-Milling Machine

The cold-milling machine shall be a self-propelled machine capable of milling the pavement to a specified depth and smoothness. Pavement milling machine shall be capable of establishing grade control; shall have means of controlling transverse slope; and shall have effective means of controlling dust produced during the pavement milling operation. The machine shall have the ability to remove the millings or cuttings from the pavement and load them into a truck. The milling machine shall not cause damage to any part of the pavement structure that is not to be removed.

1.2.2 Cleaning Equipment

Cleaning equipment shall be suitable for removing and cleaning loose material from the pavement surface.

1.2.3 Straightedge

The Contractor shall furnish and maintain at the site, in good condition, one 12-foot straightedge or other suitable device for each milling machine, for testing the finished surface. Straightedge shall be made available for Government use. Straightedges shall be constructed of aluminum or other lightweight metal, and shall have blades of box or box-girder cross section with flat bottom reinforced to insure rigidity and accuracy. Straightedges shall have handles to facilitate movement on the pavement.

1.3 WEATHER LIMITATIONS

Milling shall not be performed when there is accumulation of snow or ice on the pavement surface.

1.4 GRADE AND SURFACE-SMOOTHNESS REQUIREMENTS

1.4.1 Grade

The finished milled surfaces shall conform to the lines, grades, and cross sections indicated. The finished milled-pavement surfaces shall vary not more than 0.04 foot from the established plan grade line and elevation. Finished surfaces at a juncture with other pavements shall coincide with the finished surfaces of the abutting pavements. The deviations from the plan grade line and elevation will not be permitted in areas of pavements where closer conformance with planned grade and elevation is required for the proper functioning of appurtenant structures involved.

1.4.2 Surface Smoothness

Finished surfaces shall not deviate from the testing edge of a straightedge more than 1/4 inch in the transverse or longitudinal direction.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 MILLING OPERATION

Sufficient passes shall be made so that the designated area is milled to the grades and cross sections indicated. The milling shall proceed with care and in depth increments that will not damage the pavement below the designated finished grade. Items damaged during milling, such as manholes, valve boxes, utility lines, pavement that is torn, cracked, gouged, broken, or undercut, shall be repaired or replaced as directed. Removed material shall have a minimum of 95 percent by weight passing a 2-inch sieve when tested in accordance with ASTM C 136.

3.2 GRADE AND SURFACE-SMOOTHNESS TESTING

3.2.1 Grade-Conformance Tests

The finished milled surface of the pavement shall be tested for conformance with the plan-grade requirements and will be tested for acceptance by the Contracting Officer by running lines of levels at intervals of 25 feet longitudinally and 25 feet transversely to determine the elevation of the completed pavement. The Contractor shall correct variations from the designated grade line and elevation in excess of the plan-grade requirements as directed. Skin patching for correcting low areas will not be permitted. The Contractor shall remove and replace the deficient low area. Sufficient material shall be removed to allow at least 1 inch of asphalt concrete to be placed.

3.2.2 Surface-Smoothness Tests

After completion of the final milling, the finished milled surface will be tested by the Contractor with a straightedge, in the presence of the Contracting Officer's Representative. Other approved devices may be used, provided that when satisfactorily and properly operated, such devices reveal all surface irregularities exceeding the tolerances specified. Surface irregularities that depart from the testing edge by more than 1/4 inch shall be corrected.

3.3 REMOVAL AND DISPOSAL OF MILLED MATERIAL

Milled material shall become the property of the Government. The Contractor shall deliver, place, and grade the material at designated disposal areas and/or stockpile at various locations, as directed by the Contracting Officer. Stockpiles shall be left in such a manner as to prevent segregation or contamination. The designated disposal areas will be located on Ft. Lewis property and within 5 miles of the project site. Milled material in excess of Government need shall become the property of the Contractor and disposed of in accordance with Section 02220, DEMOLITION.

END OF SECTION

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SECTION 02975

SEALING OF CRACKS IN BITUMINOUS PAVEMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in this text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 509	(1994) Elastomeric Cellular Preformed Gasket and Sealing Material
ASTM D 789	(1998) Determination of Relative Viscosity and Moisture Content of Polyamide (PA)
ASTM D 3405	(1997) Joint Sealants, Hot-Applied, for Concrete and Asphalt Pavements

1.3 SYSTEM DESCRIPTION

Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and shall be maintained in satisfactory condition at all times.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Installation of Sealant; G, RE

Manufacturer's instructions 30 days prior to the use of the material on the project. Installation of the material will not be allowed until the instructions are received.

SD-04 Samples

Materials; G, RE

Samples of the materials 30 days prior to their use on the project. No material will be allowed to be used until it has been approved.

SD-06 Test Reports

Test Requirements; G, RE

Reports of all tests. Testing of the materials shall be performed in an approval independent laboratory and certified copies of the test reports shall be submitted and approved 30 days prior to the use of the materials at the job site. Samples will be retained by the Government for possible future testing should the materials appear defective during or after application.

1.5 TEST REQUIREMENTS

The crack sealant and backup material, when required, shall be tested for conformance with the referenced applicable material specification. Samples of materials shall be furnished, in sufficient quantity to be tested, upon request. Conformance with the requirements of the laboratory tests specified will not constitute final acceptance of the materials. Final acceptance will be based on the performance of the in-place materials.

1.6 EQUIPMENT

Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and shall be maintained in satisfactory condition at all times.

1.6.1 Crack Cleaning Equipment

1.6.1.1 Routing Equipment

The routing equipment shall be a self-powered machine operating a power driven tool or bit specifically designed for routing bituminous pavements. The bit shall rotate about a vertical axis at sufficient speed to cut a smooth vertical-walled reservoir in the pavement surface and shall maintain accurate cutting without damaging the sides or top edges of the reservoir. The router shall be capable of following the trace of the crack without deviation. The use of rotary impact routing devices will not be permitted for cleaning cracks.

1.6.1.2 Concrete Saw

A self-propelled power saw with small diameter, 6 inches or less, water-cooled diamond or abrasive saw blades shall be provided for cutting cracks to the depths and widths specified and for removing filler that is embedded in the cracks or adhered to the crack faces. The diameter of the saw blade shall be small enough to allow the saw to closely follow the trace of the crack.

1.6.1.4 Waterblasting Equipment

Waterblasting equipment shall include a trailer-mounted water tank, pumps, high-pressure hose, wand with safety release cutoff control, nozzle, and auxiliary water resupply equipment. The water tank and auxiliary resupply equipment shall be of sufficient capacity to permit continuous operations. The hose, wand, and nozzle shall be capable of cleaning the crack faces and the pavement surface on both sides of the crack for a width of at least 1/2

inch. A pressure gauge mounted at the pump shall show at all times the pressure in pounds per square inch at which the equipment is operating.

1.6.1.5 Hand Tools

Hand tools may be used, when approved, for removing defective sealant from cracks and repairing or cleaning the crack faces.

1.6.2 Crack Sealing Equipment

The unit applicators used for heating and installing the hot-poured crack sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the crack to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit design shall allow the sealant to circulate through the delivery hose and return to the inner kettle when not in use.

1.7 DELIVERY AND STORAGE

Materials delivered to the job site shall be inspected for defects, unloaded, and stored with a minimum of handling to avoid damage. Storage facilities shall be provided at the job site to protect materials from weather and to maintain them at the temperatures recommended by the manufacturer.

1.8 ENVIRONMENTAL CONDITIONS

The ambient air temperature and the pavement temperature within the joint wall shall be a minimum of 50 degrees F and rising at the time of application of the materials. Sealant shall not be applied if moisture is observed in the crack.

PART 2 PRODUCTS

2.1 SEALANTS

Sealants shall conform to ASTM D 3405. Usage of sealing materials for sealing cracks in the various paved areas indicated on the drawings shall be as follows:

2.2 BACKUP MATERIALS

Backup material shall be a compressible, nonshrinking, nonstaining, nonabsorptive material and shall be nonreactive with the crack sealant. The melting point of the backing material shall be at least 5 degrees F greater than the maximum pouring temperature of the sealant being used, when tested in accordance with ASTM D 789. The material shall have a water absorption of not more than 5 percent by weight when tested in accordance with ASTM C 509. The backup material shall be 25 percent (plus or minus 5 percent) larger in diameter than the nominal width of the crack.

PART 3 EXECUTION

3.1 PREPARATION OF CRACKS

Immediately before the installation of the crack sealant, the cracks shall be thoroughly cleaned to remove oxidized pavement, loose aggregate and foreign debris. The preparation shall be as follows:

3.1.1 Cracks

3.1.1.1 Hairline Cracks

Cracks that are less than 1/4 inch wide do not need to be sealed.

3.1.1.2 Small Cracks

Cracks that are 1/4 to 3/4 inch wide shall be routed to a nominal width 1/8 inch greater than the existing nominal width and to a depth not less than 3/4 inch, waterblasted and/or wire brushed and cleaned using compressed air.

3.1.1.3 Medium Cracks

Cracks that are 3/4 to 2 inches wide shall be waterblasted and/or wire brushed and cleaned using compressed air.

3.1.1.4 Large Cracks

Cracks that are greater than 2 inches wide shall be repaired using pothole repair techniques instead of sealing.

3.1.2 Existing Sealant Removal

The in-place sealant shall be cut loose from both crack faces and to a depth shown on the drawings, using a concrete saw or hand tools as specified in paragraph EQUIPMENT. Depth shall be sufficient to accommodate any backup material that is required to maintain the depth of new sealant to be installed. Prior to further cleaning operations, all old loose sealant remaining in the crack opening shall be removed by blowing with compressed air.

3.1.3 Routing

Routing of the cracks shall be accomplished using a rotary router with a bit that is at least 1/8 inch wider than the nominal width of the crack to remove all residual old sealant (resealing), oxidized pavement and any loose aggregate in the crack wall.

3.1.4 Sawing

Sawing of the cracks shall be accomplished using a power-driving concrete saw as specified in paragraph EQUIPMENT. The blade shall be stiffened as necessary with suitable dummy (or used) blades or washers. Immediately following the sawing operation, the crack opening shall be cleaned using a water jet to remove all saw cuttings and debris.

3.1.5 Waterblasting

The crack faces and the pavement surfaces extending a minimum of 1/2 inch from the crack edges shall be waterblasted clean. A multiple-pass technique shall be used until the surfaces are free of dust, dirt, old sealant residue, or foreign debris that might prevent the sealant material from bonding to the asphalt pavement. After final cleaning and immediately prior to sealing, the cracks shall be blown out with compressed air and left completely free of debris and water. The Contractor shall ensure that waterblasting does not damage the pavement.

3.1.6 Backup Material

Backup material shall be used on all cracks that have a depth greater than 3/4 inch. The backup material shall be inserted into the lower portion of the crack as shown on the drawings. The Contractor shall ensure that the backup material is placed at the specified depth and is not stretched or twisted during installation.

3.1.7 Rate of Progress of Crack Preparation

The stages of crack preparation which include routing, sandblasting of the crack faces, air pressure cleaning and placing of the backup material shall be limited to only that linear footage that can be sealed during the same day.

3.2 PREPARATION OF SEALANT

Hot-poured sealants shall not be heated in excess of the safe heating temperature recommended by the manufacturer as shown on the sealant containers. Sealant that has been overheated or subjected to application temperatures for over 4 hours or that has remained in the applicator at the end of the day's operation shall be withdrawn and wasted.

3.3 INSTALLATION OF SEALANT

3.3.1 Time of Application

Cracks shall be sealed immediately following final cleaning of the crack walls and following the placement of the backup material (when required). Cracks that cannot be sealed under the conditions specified, or when rain interrupts sealing operations, shall be recleaned and allowed to dry prior to installing the sealant.

3.3.2 Sealing the Crack

Immediately preceding, but not more than 50 feet ahead of the crack sealing operations, a final cleaning with compressed air shall be performed. The cracks shall be filled from the bottom up to 1/8 inch below the pavement surface. Excess or spilled sealant shall be removed from the pavement by approved methods and shall be discarded. The sealant shall be installed in a manner which prevents the formation of voids and entrapped air. Several passes with the applicator wand may be necessary to obtain the specified sealant depth from the pavement surface. Gravity methods or pouring pots shall not be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the Contracting

Officer. Cracks shall be checked frequently to ensure that the newly installed sealant is cured to a tack-free condition within 3 hours.

3.4 CRACK SEALANT INSTALLATION TEST SECTION

Prior to the cleaning and sealing of the cracks for the entire project, a test section at least 200 feet long shall be prepared using the specified materials and approved equipment, to demonstrate the proposed sealing of all cracks of the project. Following the completion of the test section and before any other crack is sealed, the test section will be inspected to determine that the materials and installation meet the requirements specified. If materials or installation do not meet requirements, the materials shall be removed and the cracks recleaned and resealed at no cost to the Government. When the test section meets the requirements, it may be incorporated into the permanent work and paid for at the contract unit price per linear foot for sealing items scheduled. All other cracks shall be sealed in the manner approved for sealing the test section.

3.5 CLEANUP

Upon completion of the project, unused materials shall be removed from the site and the pavement shall be left in a clean condition.

3.6 QUALITY CONTROL PROVISIONS

3.6.1 Crack Cleaning

Quality control provisions shall be provided during the crack cleaning process to correct improper equipment and cleaning techniques that damage the bituminous pavement in any manner. Cleaned cracks shall be approved prior to installation of the crack sealant.

3.6.2 Crack Seal Application Equipment

The application equipment shall be inspected to ensure conformance to temperature requirements and proper installation. Evidences of bubbling, improper installing, and failing to cure or set shall be cause to suspend operations until causes of the deficiencies are determined and corrected.

3.6.3 Crack Sealant

The crack sealant shall be inspected for proper cure and set rating, bonding to the bituminous pavement, cohesive separation within the sealant, reversion to liquid, and entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the crack, wasted, and replaced as specified herein at no additional cost to the Government.

END OF SECTION

SECTION 02980

PATCHING OF RIGID PAVEMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 182 (1991; R 1996) Burlap Cloth Made from Jute or Kenaf

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 31/C 31M (1998) Making and Curing Concrete Test Specimens in the Field

ASTM C 78 (1994) Flexural Strength of Concrete (Using Simple Beam With Third-Point Loading)

ASTM C 136 (1996a) Sieve Analysis of Fine and Coarse Aggregates

ASTM C 143 (1998) Slump of Hydraulic Cement Concrete

ASTM C 150 (1999a) Portland Cement

ASTM C 171 (1997a) Sheet Materials for Curing Concrete

ASTM C 173 (1994ael) Air Content of Freshly Mixed Concrete by the Volumetric Method

ASTM C 192/C 192M (1998) Making and Curing Concrete Test Specimens in the Laboratory

ASTM C 231 (1997el) Air Content of Freshly Mixed Concrete by the Pressure Method

ASTM C 260 (1998) Air-Entraining Admixtures for Concrete

ASTM C 881 (1999) Epoxy-Resin-Base Bonding Systems for Concrete

ASTM D 75 (1987; R 1997) Sampling Aggregates

ASTM D 3569 (1995) Joint Sealant, Hot-Applied, Elastomeric, Jet-Fuel-Resistant-Type for Portland Cement Concrete Pavements

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 104	(1980) Method of Calculation of the Fineness Modulus of Aggregate
COE CRD-C 300	(1990) Specifications for Membrane-Forming Compounds for Curing Concrete
COE CRD-C 400	(1963) Requirements for Water for Use in Mixing or Curing Concrete

1.3 DESIGN

The concrete mixtures shall be designed to produce concrete having an average flexural strength of 650 psi at 28 days of age, determined in conformance with ASTM C 78, using standard 6 x 6 inch beam specimens. The concrete mixtures shall be designed to secure an air content by volume of 5 percent, plus or minus 1-1/2 percent, based on measurements made on concrete immediately after discharge from the mixer in conformance with ASTM C 231. Mix design studies and tests shall be made in accordance with ASTM C 78 and ASTM C 192/C 192M, and the test results submitted for approval.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Patching System; G, RE.

Three copies of the proposed mix design, prior to placement. The mix design shall indicate the weight of each ingredient of the mixture. No concrete shall be placed prior to approval of the proposed mix design. No deviation from the approved job-mix formula will be permitted without prior approval.

SD-06 Test Reports

Patching System; G, RE.

Three copies of test results, within 24 hours of physical completion of laboratory testing. Manufacturer's certifications may be submitted rather than laboratory test results for proposed materials. Certificates should certify compliance with the appropriate specification referenced herein. No materials shall be placed without prior approval from the Contracting Officer.

1.5 EQUIPMENT; APPROVAL AND MAINTENANCE

Dependable and sufficient equipment that is appropriate and adequate to accomplish the work specified shall be assembled at the site of the work a sufficient time before the start of paving to permit thorough inspection, calibration of weighing and measuring devices, adjustment of parts, and the

making of any repairs that may be required. The equipment shall be maintained in good working condition.

1.6 SAMPLING AND LABORATORY TESTING OF MATERIALS

Sampling and testing shall be performed by an approved commercial laboratory or by the Contractor subject to approval. Should the Contractor elect to establish testing facilities, no work requiring testing shall be permitted until the Contractor's facilities have been inspected and approved. The first laboratory inspection shall be at the expense of the Government and the cost of any subsequent inspection resulting from failure of the first inspection shall be at the expense of the Contractor. Such costs shall be deducted from the total amount due the Contractor. All testing shall be performed at no additional cost to the Government.

1.6.1 Cement

Cement shall be tested as prescribed in the referenced specification under which it is furnished. Cement may be accepted on the basis of mill tests and the manufacturer's certification of compliance with the specification, provided the cement is the product of a mill with a record for the production of high-quality cement for the past 3 years.

1.6.2 Aggregate

Aggregate samples for laboratory testing shall be taken in conformance with ASTM D 75 and tested in accordance with ASTM C 136.

1.6.3 Joint-Sealing Materials

Joint-sealing materials shall be tested for conformance with the referenced applicable material specification.

1.6.4 Epoxy-Resin Grout

Epoxy-resin grout shall be tested for conformance with ASTM C 881.

1.7 DELIVERY AND STORAGE OF MATERIALS

1.7.1 Cement

Cement may be furnished in bulk or in suitable bags used for packaging cements and shall be stored in a manner to prevent absorption of moisture.

1.7.2 Aggregates

Aggregates shall be handled and stored in a manner to avoid breakage, segregation, or contamination by foreign materials.

1.7.3 Epoxy-Resin Grout

Epoxy-resin grout shall be delivered to the site in such manner as to avoid damage or loss. Storage areas shall be in a windowless and weatherproof, but ventilated, insulated noncombustible building, with provision nearby for conditioning the material to 70 degrees F to 85 degrees F for a period of 48 hours prior to use. The ambient temperature in the storage area of the epoxy materials shall at no time be higher than 100 degrees F.

1.7.4 Jet-Fuel Resistant Sealing Material

Jet-fuel-resistant sealing material shall be stored out of the weather, away from direct sunlight, and at temperatures not less than 60 degrees F nor more than 100 degrees F.

1.8 WEATHER LIMITATIONS

Concrete shall not be placed when weather conditions detrimentally affect the quality of the finished product. No concrete shall be placed when the air temperature is below 40 degrees F in the shade. When air temperature is likely to exceed 90 degrees F, the concrete shall have a temperature not exceeding 90 degrees F when deposited, and the surface of such placed concrete shall be kept damp with a water fog until the approved curing medium is applied.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Coarse Aggregate

2.1.1.1 Composition

Coarse aggregate shall consist of gravel, crushed gravel, crushed stone, or a combination thereof, or crushed blast-furnace slag.

2.1.1.2 Quality

Aggregate as delivered to the mixers shall consist of clean, hard, unweathered, and uncoated particles. Dust and other coatings shall be removed from the coarse aggregates by adequate washing. Fine and coarse aggregates shall be evaluated and tested by the Contractor for alkali-aggregate reactivity in accordance with ASTM C 1260. Both coarse aggregate size groups shall be tested if from different sources. Test results shall have a measured expansion equal to, or less than 0.08 percent at 16 days. Should the test data indicate an expansion greater than 0.08 percent, the aggregate(s) shall be rejected.

2.1.1.3 Particle Shape

Particles of the coarse aggregate shall be generally spherical or cubical in shape.

2.1.1.4 Size and Grading

The maximum nominal size of the coarse aggregate shall be 1/2 inch. The coarse aggregate shall be well graded within the limits specified, and when tested in accordance with ASTM C 136, shall conform to the following grading requirements as delivered to the batching hoppers:

Sieve designation U.S. Standard square mesh	Percentage by weight passing individual sieves No. 4 to 1/2 inch
3/4 inch	100
1/2 inch	90-100
3/8 inch	40-70
No. 4	0-15
No. 8	0-5

2.1.2 Fine Aggregate

2.1.2.1 Composition

Fine aggregate shall consist of either natural sand, manufactured sand, or a combination of natural and manufactured sand, and shall be composed of clean, hard, durable particles.

2.1.2.2 Particle Shape

Particles of the fine aggregate shall be generally spherical or cubical in shape.

2.1.2.3 Grading

Grading of the fine aggregate as delivered to the mixer shall conform to the following requirements when tested in accordance with ASTM C 136.

Sieve designation U.S. Standard square mesh	Percentage by weight, passing
3/8 inch	100
No. 4	95-100
No. 8	80-90
No. 16	60-80
No. 30	30-60
No. 50	12-30
No. 100	2-10

In addition, the fine aggregate, as delivered to the mixer, shall have a fineness modulus of not less than 2.40 nor more than 2.90, when calculated in accordance with COE CRD-C 104.

2.1.3 Air-Entraining Admixture

Air-entraining admixture shall conform to ASTM C 260.

2.1.4 Cement

Cement shall be portland cement conforming to ASTM C 150, Type II, low-alkali.

2.1.5 Curing Materials

2.1.5.1 Burlap

Burlap shall conform to AASHTO M 182.

2.1.5.2 Curing Compound

Membrane-forming curing compound shall be a pigmented type conforming to COE CRD-C 300.

2.1.5.3 Waterproof Blanket Materials

Waterproof blanket materials shall conform to ASTM C 171, Type optional, color white.

2.1.6 Epoxy-Resin Grout

Epoxy-resin grout shall be a two-component material formulated to meet the requirements of ASTM C 881, Type III, Grade and Class as approved, prior to use.

2.1.7 Joint-Sealing Materials

Joint-sealing materials shall be as follows:

2.1.7.1 Jet-Fuel Resistant

Jet-fuel resistant material shall conform to ASTM D 3569.

2.1.8 Water

Water shall be clean, fresh, and free from injurious amounts of oil, acid, salt, alkali, organic matter, or other deleterious substances. Water approved by Public Health authorities for domestic consumption may be accepted for use without being tested. Water that is of questionable quality, in the opinion of the Contracting Officer, shall be tested in accordance with COE CRD-C 400.

PART 3 EXECUTION

3.1 CONDITIONING OF EXISTING PAVEMENT

3.1.1 Preparation of Existing Surfaces

In the area to be patched, the surface of the existing concrete shall be removed to a minimum depth of 2 inches and to such additional depth where necessary to expose a surface of sound, unweathered concrete that is uncontaminated by oils, greases, or deicing salts or solutions. A vertical saw cut at least 2 inches deep shall be made a minimum of 2 inches outside of the area to be repaired. The surface shall be thoroughly cleaned by sweeping and blowing with compressed air. Prior to coating with the epoxy-resin grout, areas showing traces of oils or grease shall be cleaned by sandblasting.

3.1.2 Preparation of Joints

Joint-sealing and expansion-joint materials shall be removed flush with the prepared surface, and, if on the pavement surface to be patched, shall be removed by sandblasting. The use of solvents will not be permitted. Care shall be used to prevent bonding of the adjacent concrete slabs at the location of the existing joints. Maintenance of these existing joints shall be accomplished by the use of fiberboard or other approved inserts of appropriate dimensions.

3.1.3 Bonding Course

Prior to placing concrete, the previously prepared surfaces shall be washed with a high pressure water jet followed by an air jet to remove free water. The clean surface shall then be coated with a 20 to 40 mil thick film of the epoxy-resin grout. The epoxy-resin grout shall be placed in one application, just prior to concrete placement, with the use of mechanical combination, mixing and spraying equipment, or shall be applied in two coats with stiff brushes. The first brush coat shall be scrubbed into the concrete surface, followed by an additional brush coat to obtain the required thickness. When the brush method is used, the initial coat may be allowed to dry; however, the final coat shall be applied just prior to placement of the concrete.

3.1.3.1 Mixing Epoxy-Resin Grout Components

Epoxy-resin grout components shall be mixed in the proportions recommended by the manufacturer. The components shall be conditioned to 70 degrees F to 85 degrees F for 48 hours prior to mixing. The two epoxy components shall be mixed with a power-driven, explosion-proof stirring device in a metal or polyethylene container having a hemispherical bottom. The polysulfide-curing-agent component shall be added gradually to the epoxy-resin component with constant stirring until a uniform mixture is obtained. The rate of stirring shall be such that the entrained air is a minimum.

3.1.3.2 Tools and Equipment

Tools and equipment used further in the work shall be thoroughly cleaned before the epoxy-resin grout sets.

3.1.3.3 Health and Safety Precautions

The following health and safety precautions shall be followed:

- a. Full face shields shall be provided for all mixing and blending operations and for placing operations as required.
- b. Protective coveralls and neoprene-coated gloves shall be provided for all workmen engaged in the operations.
- c. Protective creams of a suitable nature for the operation shall be supplied.
- d. Adequate fire protection shall be maintained at all mixing and placing operations.

- e. Smoking or the use of spark- or flame-producing devices shall be prohibited within 50 feet of mixing and placing operations.
- f. The mixing, placing, or storage of epoxy-resin grout or solvent shall be prohibited within 50 feet of any vehicle, equipment, aircraft, or machinery that could be damaged from fire or could ignite vapors from the material.

3.2 BATCHING, MIXING AND PROPORTIONING

3.2.1 Equipment

The Contractor shall provide adequate facilities for the accurate measurement and control of each of the materials entering the concrete. The Contracting Officer shall have free access to the batching and mixing plant at all times. Mixing equipment shall be capable of combining the aggregate, cement, admixture, and water into a uniform mixture and discharging this mixture without segregation.

3.2.2 Conveying

Concrete shall be conveyed from mixer to repair area as rapidly as practicable by methods that will prevent segregation or loss of ingredients.

3.2.3 Facilities for Sampling

Suitable facilities shall be provided for readily obtaining representative samples of aggregate and concrete for uniformity test purposes. Necessary platforms, tools, and equipment for obtaining samples shall be furnished by the Contractor.

3.2.4 Mix Proportions

The proportions of materials entering into the concrete mixtures shall be in accordance with the approved job-mix formula. The proportions shall be changed whenever necessary to maintain the workability, strength, and standard of quality required, and to meet the varying conditions encountered during the construction. However, no changes will be made without prior approval.

3.2.5 Measurement

Equipment necessary to measure and control the amount of each material in each batch of concrete shall be provided. Bulk cement shall be weighed, but cement in unopened bags as packed by the manufacturer may be used without weighing. If bagged cement is used, batches shall be proportioned so that fractional bags will not be required. One bag of portland cement will be considered as weighing 94 pounds. Mixing water and air-entraining admixtures may be measured by volume or by weight. One gallon of water will be considered as weighing 8.33 pounds.

3.2.6 Workability

The slump of the concrete shall be maintained at the lowest practicable value, not exceeding 2 inches when tested in accordance with ASTM C 143.

3.3 PLACING

Concrete shall be placed within 45 minutes from the time all ingredients are charged into the mixing drum, before the concrete has obtained its initial set, and while the epoxy-resin bonding course is tacky. The temperature of the concrete, as deposited in the form, shall be not less than 40 degrees F nor more than 90 degrees F. Concrete shall be deposited in such manner as to require a minimum of rehandling, and placement shall be in such manner as to require a minimum of rehandling and in such a manner as to least disturb the epoxy-resin grout. The placing of concrete shall be rapid and continuous for each area. Workmen shall not walk on the bonding-course surface or in the concrete during placing and finishing operations. The concrete shall be thoroughly consolidated by tamping or by means of suitable vibrating equipment.

3.4 FIELD TEST SPECIMENS

3.4.1 General

Concrete samples shall be furnished by the Contractor, and shall be taken in the field and tested to determine the slump, air content, and strength of the concrete. Test beams shall be made for determining conformance with the strength requirements of these specifications and, when required, for determining the time at which pavements may be placed in service. The air content shall be determined in conformance with ASTM C 173. Test beams shall be molded and cured in conformance with ASTM C 31/C 31M and as specified below. The Contractor shall furnish all materials, labor, and facilities required for molding, curing, and protecting test beams at the site and under the supervision of the Contracting Officer. Curing facilities for test beams shall include furnishing and operating water tanks equipped with temperature-control devices that will automatically maintain the temperature of the water at 73 degrees F plus or minus 5 degrees F. The Contractor shall also furnish and maintain at the site, boxes or other facilities suitable for storing the specimens while in the mold at a temperature of 73 degrees F plus or minus 10 degrees F. Tests of the fresh concrete and of the hardened concrete beams shall be made by and at the expense of the Contractor.

3.4.2 Specimens for Strength Tests

Flexural test beams shall be made each shift that concrete is placed. Each group of test beams shall be molded from the same batch of concrete, and shall consist of a sufficient number of specimens to provide two flexural-strength tests at each test age. One group of specimens shall be made during the first half of each shift, and the other during the last portion of the shift. However, at the start of paving operations and each time the aggregate source, aggregate characteristics, or mix design is changed, one additional set of test beams shall be made.

3.5 FINISHING

Finishing operations shall be started immediately after placement of the concrete. The finished surfaces of patched areas shall have a surface texture approximating that of the adjacent undisturbed pavements.

3.6 CURING

3.6.1 General

Concrete shall be cured by protection against loss of moisture and rapid temperature changes for a period of not less than 7 days from the beginning of the curing operation. Unhardened concrete shall be protected from rain and flowing water. The Contractor shall have all equipment needed for adequate curing and protection of the concrete on hand and ready to install before actual concrete placement begins. Failure to comply with curing requirements shall be cause for immediate suspension of concreting operations.

3.6.2 Burlap Curing

Immediately after the finishing operations have been completed and the concrete has set sufficiently to prevent marring the surface, the entire surface of the newly laid concrete shall be covered with approved wetted burlap that shall be kept wet for a period of not less than 24 hours. The surface of the newly laid concrete shall be kept moist until the burlap coverings are in place. Curing of the concrete shall be continued for the duration of the required curing period by this method or one of the methods specified below.

3.6.2.1 Waterproof-Paper Blankets or Impermeable Sheets

Immediately after removing the covering used for initial curing, the exposed concrete surfaces shall be moistened with a fine spray of water and then covered with waterproof-paper blankets, polyethylene-coated-burlap blankets, or impermeable sheets. Burlap of polyethylene-coated burlap shall be saturated with water before placing. Sheets shall be placed with the light-colored side up. Sheets shall overlap not less than 12 inches with edges taped or secured to form a completely closed joint. Coverings shall be weighted down to prevent displacement or billowing from winds. Tears or holes appearing during the curing period shall be immediately repaired by patching.

3.6.2.2 Membrane-Forming Curing Compound

Membrane-forming curing compound shall be applied immediately to exposed concrete surfaces after removing burlap coverings. The curing compound shall be applied with an overlapping coverage that will give a two-coat application at a coverage of not more than 200 square feet per gallon for both coats. When application is made by hand-operated sprayers, the second coat shall be applied in a direction approximately at right angles to the first coat. Concrete shall be properly cured at joints, but no curing compound shall enter joints that are to be sealed with joint-sealing compounds. The compound shall form a uniform, continuous, cohesive film that will not check, crack, or peel, and that will be free from pinholes and other imperfections. Concrete surfaces that are subjected to heavy rainfall within 3 hours after the curing compound has been applied shall be resprayed at the coverage specified above and at no additional cost to the Government. Areas covered with curing compound that are damaged by pedestrian and vehicular traffic or by subsequent construction operations within the specified curing period shall be resprayed at no additional cost to the Government.

3.7 FINISH TOLERANCE

The finished surfaces of patched areas shall meet the grade of the adjoining pavements and shall not deviate more than 1/8 inch from a true plan surface within the patched area.

3.8 PAVEMENT PROTECTION

The Contractor shall protect the patched areas against damage prior to final acceptance of the work by the Government. Traffic shall be excluded from the patched areas by erecting and maintaining barricades and signs until the completion of the curing period of the concrete.

3.9 JOINTS

Joints shall conform in detail and be in alignment with the existing joints. After curing of the concrete, the joints in the critical areas indicated shall be primed if and as recommended by the sealant formulator and shall then be sealed with jet-fuel resistant joint-sealing material. Other joints shall be sealed with non jet-fuel resistant sealing materials. Equipment for heating and installing jet-fuel resistant sealers shall be that for which the material was formulated. Equipment for heating and installing non jet-fuel resistant sealers shall be indirect heating type with pressure-type pouring device, and devices for controlling and indicating the temperature of the sealers. Mixing of components of jet-fuel resistant sealers and temperatures of application shall be as recommended by the particular sealer manufacturer. Sealer shall completely fill the joint without discontinuities and without formation of voids or entrapped air. Defective joints shall be satisfactorily replaced.

END OF SECTION

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